

## PROCEEDINGS OF THE BROWN COUNTY ADMINISTRATION COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a regular and budget meeting of the **Brown County Administration Committee** was held on Thursday, October 27, 2011 in Room 200, Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

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**Present:** Tom Lund, Robert Miller, Mark Tumpach, Kris Schuller, Tony Theisen

**Also Present:** Troy Streckenbach, Amy Kocha, Brian Lamers, Lisa Younk, Paula Kazik, Terri Mac Gregor, Andrea Konrath, Debbie Klarkowski, Maria Lasecki, Bob Heimann, Fred Mohr, Mary Scray, Carole Andrews, Sara Perrizo, Sandy Juno, Darlene Marcelle, John Luetscher, Bernie Erickson, Kerry Blaney, Carolyn Maricque, Dave Kaster, Guy Zima, Bill Dowell, Pat La Violette, Lynn Vanden Langenberg, media, other interested parties.

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I. **Call Meeting to Order:**

The meeting was called to order by Chairman Tom Lund at 5:30 p.m.

II. **Approve/Modify Agenda:**

**Motion made by Supervisor Tumpach, seconded by Supervisor Miller to take Items 8 and 31 – 34 after Item 1. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to suspend the rules to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY**

David Nelson, 425 Scott Drive, Green Bay, Wisconsin addressed the Committee. He stated that he is the Secretary of the Brown County Taxpayers Association and wished to make three comments:

- He urged the Committee to remember the ability of the taxpayers to carry more property taxes;
- He also urged the Committee not look at the credit card as an alternative to some careful scrutiny of the budget;
- Finally he urged the Committee to refrain from dipping into the reserve fund if at all possible.

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY**

III. **Approve/Modify Minutes of September 21 & 22, 2011.**

**Motion made by Supervisor Schuller, seconded by Supervisor Theisen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

1. **Review Minutes Of:**

- a. **Facility Master Plan Subcommittee (September 15, 2011)**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**BUDGET REVIEW**  
**REVIEW OF 2012 DEPARTMENT BUDGET**

*Although shown in proper format here, Item 8 was taken at this time directly followed by Items 31 – 34.*

**2. County Clerk – Review of 2012 Department Budget.**

County Clerk Darlene Marcelle directed the Committee's attention to Pages 28 – 32 of the budget book and also provided the Committee with a report on her budget, a copy of which is attached.

Areas of interest are as follows:

- Proposed 2012 Budget will remain status quo;
- No capital improvements are being requested;
- Table of organization will not change;
- Operating expenses remain status quo;
- Chargebacks will remain similar to past budgets;
- There is no anticipated outlay in 2012 budget;
- Some fees for things such as marriage licenses and chargebacks through statewide voter registration will be increased to meet the levy;
- Intergovernmental charges vary from one election to another; however, this will be absorbed in the budget; municipal and school districts can be charged back for services provided.

Marcelle is asking for a decrease in her revenues because the Village of Hobart is taking on their own alarm issuance which will result in a decrease of revenue of \$3,750.

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to decrease revenue by \$3,750 and approve the County Clerk 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**3. Child Support – Review of 2012 Department Budget.**

**a. Resolution Approving New or Deleted Positions during the 2012 Budget Process (Child Support).**

Carolyn Maricque directed the Committee's attention to Pages 23-27 of the budget book. Areas she wished to highlight included:

- Intergovernmental revenue is decreased to reflect a reduction in allocation of performance-based funding from the State for 2012;
- Personnel costs have also been decreased, mainly due to the proposed deletion of three child support enforcement specialists which can be removed from the Table of Organization;
- There has been a change in revenue as the CSA will be implementing a charge for Non-IVD cases.

HR Director Debbie Klarkowski stated that there is a recommendation in the resolution to delete a lead child support worker and create a child support supervisor. Klarkowski asked that this change not happen at this time and that the lead support worker remain in the Table of Organization because HR would like to wait until a new Child Support Administrator is hired and let that person evaluate the operation prior to a change being made to the Table of Organization.

**Motion made by Supervisor Miller, seconded by Supervisor Schuller to approve the resolution to delete three FTE Lead Child Support Worker Positions and delete one FTE Child Support Clerk; and keep the FTE Lead Child Support Worker position. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion by Supervisor Schuller, seconded by Supervisor Theisen to approve the Child Support 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

*Although shown in proper format here, Corporation Counsel was taken after Item 34.*

**4. Corporation Counsel – Review of 2012 Department Budget.**

- a. **Resolution Approving New or Deleted Positions during the 2012 Budget Process (Corporation Counsel).**

Corporation Counsel John Luetscher stated that the only major change to his budget would be the resolution before the Committee to approve new or deleted positions as he is proposing deletion of one-half staff attorney position. He stated that in July, 2010 one of the three staff attorneys working in the Child Support Agency asked to go half-time and after conferring with the Child Support Director, this was tried on an experimental basis for over a year and it did work satisfactorily and they made the decision that 2 ½ attorney positions in the Child Support Agency would be adequate. As a result under the proposed 2012 budget, Luetscher had reduced one position from a fulltime position to a half-time position to reflect this.

The other addition to the Corporation Counsel budget is to add one fulltime assistant corporation counsel position. The initiative at the outset was that this would be a more cost effective way to provide legal services and negotiation services to the HR Department. This year approximately \$122,000 will be spent on legal services to the HR Department in addition to collective bargaining services. The position Luetscher is seeking funding for would be \$104,933 plus the cost of a computer, etc. The other benefit according to Luetscher is that an attorney working on a fulltime basis would have additional time that could be dedicated to doing general corporate work for the rest of the County departments. At this time there is too much corporate work for one attorney to handle and the addition of another attorney would be beneficial in Luetscher's opinion. Luetscher provided the Committee with some research he had done on counties around the state, a copy of which is attached. Luetscher felt that by adding a fulltime attorney under this proposal, the County could eliminate outsourcing legal services for the HR Department and use money saved from that to fund the additional attorney.

Supervisor Theisen asked who currently provided legal services to the HR Department and Luetscher answered that currently legal services for HR are handled by Attorney Fred Mohr. Theisen felt that at this time it could not be ascertained how legislative changes will affect HR and therefore it is not known what the legal needs will be and he did not feel a change was necessary at this time. Luetscher answered that there was a perception that the attorneys in the Corp. Counsel office are interchangeable, but this is not true as the attorneys are trained and organized to provide specific services. Luetscher could not find a way to take the half position from Child Support and make it into an additional Corp. Counsel position.

Miller asked Luetscher his opinion on having the head of HR be an attorney and what he felt the pros and cons would be. Luetscher stated that that would be an option and he felt that the pros from the County's perspective would be that you get a department head that can do the collective bargaining and also provide legal advice to the HR Department. The cons from his perspective would be that having an attorney as the head of HR would not help the workload in the Corp. Counsel office.

Board Chair Zima addressed the Committee and stated that he felt this proposal was a ruse. He stated that Attorney Fred Mohr was hired 3 ½ years ago to take on legal work for the HR Department. At that time, the amount of money that spent in HR for outside legal services was reviewed and it was a huge number. Zima stated that the current situation with Attorney Mohr

handling legal services in HR is uniquely wonderful in that Mohr provides all services at a flat rate which has not increased since he started. Zima also noted that Mohr is one of the most preeminent attorneys in the State when it comes to labor law and negotiations.

Zima felt it was the intent of County Executive Streckenbach to eliminate the Board attorney in that money was taken out of the budget for the Board attorney position, the HR attorney and the labor negotiator. Zima also pointed out that the labor negotiator who held the position prior to Mohr was paid \$48,000 annually while Mohr is paid \$36,000 annually and further that Mohr would be open to changes in his retainer fee if the work load would decrease due to legislative changes.

Zima did not feel that the County would be able to hire a more cost-effective attorney than Mohr and pointed out that with a staff attorney you would also have to provide staff to assist them, pay fringe benefits and malpractice insurance and also provide equipment and office space. None of this is an issue with Mohr as he works for one flat fee. Zima also felt that most people see extremely high value in Mohr. Zima felt this was one more attempt by administration to strip power from Board. Mohr helps the Board makes the policy decisions that the Board is elected to make. Zima also pointed out that the Board does welcome insight and suggestions and proposals from the administration, however, he felt that anyone who would replace Mohr would be inferior and that the County would not find a better person than Mohr for a better price. Zima recommended the Committee deny the request of Corp. Counsel to fund another attorney and instead continue on with Mohr and restore the funds taken out of the budget for him. Zima also stated that Mohr's position belongs in the Table of Organization as it is an ongoing service and not a short-term or one time service.

Attorney Fred Mohr addressed the Committee and stated that he had been weaned into advising HR. He had been acting Corp. Counsel for a period of time and during that time he began working on some of the labor matters being handled in HR. The County was also using a Madison attorney for labor matters who was charging \$295.00 per hour. In the year prior to Mohr's involvement, the County was charged nearly \$300,000 for legal services and the County was also hiring other outside counsel to do specific types of labor law. When he was hired, Mohr agreed to do the legal work on a retainer basis. Mohr also pointed out that he has been practicing law for 34 years and has done municipal labor law for all of those years.

Mohr went on to say that in the past very large amounts of money had been paid out by Brown County due to mistakes made by previous labor counsel and cited the Shelter Care Facility problems as an example. Mohr asserted that he has not made these types of mistakes and has saved the County money because he knows when we can do things and when we cannot and he felt that was the greatest value he had to the County.

Mohr continued that he did not feel the proposed salary for a new lawyer of \$79,000 would be adequate to hire an experienced labor lawyer. Mohr stated that he works for the County for much less than he would earn working in private practice and the reasons he does is because he likes the people he works with and he likes working with the Board and HR. Another factor is that because of the nature of his retainer, he gets a check each month to cover his expenses and he does not have to worry about the ups and downs of private practice. For these reasons he is willing to work for less than he could make in private practice. He felt the people he works with are very happy with him and have faith in his services. Mohr felt it would be in the County's best interest to continue the current situation as it is right now. He gave an example of a recent case he handled for Brown County with regard to a duty disability workers compensation matter which could have cost the County nearly one million dollars. Mohr negotiated a settlement that was mutually beneficial to all parties involved and he believes he was able to save the County nearly \$700,000 and the reason he

could do this was because of his experience. Mohr stated that he handles not only labor negotiations, but also grievances, terminations and a host of other matters.

Supervisor Tumpach asked Mohr how many hours per week he works for HR and Mohr answered that over the past year he has averaged 78.5 hours per month on HR work.

Mohr also stated that there are 19 unions in four major groups comprised of the Sheriff's Department, Humans Services, AFSCME and Teamsters. Negotiations of these contracts involve negotiating a master contract for each group and then tweaking the smaller unions. Mohr predicated that in the future wages will still need to be negotiated, but negotiation of other benefits will not be necessary and therefore he is willing to reduce his retainer accordingly.

Supervisor Miller asked what contracts Mohr has with the County and what the dollar amount of the contracts are. Zima interjected that currently there are three contracts with Mohr and they are as follows: 1) Board Attorney for \$43,200; 2) Human Resources for \$72,840; and 3) Labor negotiator for \$36,000.

Supervisor Schuller asked the current status of the three contracts. Mohr stated that this presents a legal question and informed the Committee that Corp. Counsel had given him notice approximately five months ago that they were going to terminate his contracts at end of year; however, it is not clear if that office had authority to do so since Mohr was hired by the Board. Mohr stated that notice on the labor negotiation contract was proper that at the end of the year that contract would need to be renegotiated; however, there is a question as to whether the notice given on the other two contracts was proper. Zima stated that this was another example of administration exceeding their authority in that Corp. Counsel, without consulting the Board that had hired Mohr, put him on notice that the situation may change.

Supervisor La Violette stated she did not feel that anyone would question Mohr's credentials; however she is swayed by what Luetscher said that he needs help in his office. She felt the Board needs to listen to Luetscher and seriously consider his request for help, however, she did not feel that this meant we should not contract with Mohr anymore. She'd like to examine both situations. La Violette also asked if there were three separate signed contracts with Mohr. She was also somewhat bothered by the suggestion to add Mohr to the Table or Organization as that could obligate the County to pay him fringe benefits. Mohr answered that there are in fact three separate contracts. Mohr further stated that there are several long-term contracted positions already in the Table of Organization for which they do not pay fringes and gave the example of the nurse practitioner being one of them.

Zima stated that at the September Executive Committee meeting as well as the September Board meeting the Internal Auditor brought up discrepancies in that there were some contracted employees in the Table or Organization as well as some contracted services. The intent of the Board was to put someone who provides a permanent service on an ongoing basis in the Table of Organization.

Zima also addressed La Violette's comment with regard to Corp. Counsel being understaffed and stated that the new initiatives in the 2012 proposed budget add an assistant corporation counsel position to the Table of Organization and that position would be responsible primarily for providing legal services to HR and would handle other Corp. Counsel work as time permits. In response, Luetscher pointed out that in the past there had been two fulltime Corp. Counsel attorneys.

Amy Kocha spoke as lead staff attorney in child support and stated she did not feel the Committee understood what the situation is with the half-time attorney position. The half-time attorney position is no longer in the child support budget and this is not a matter of simply leaving the position intact. Kocha also stated that to suggest that there is not an attorney who would work for the government for \$79,000 plus benefits is absurd. She felt that there are many attorneys who would love to come into public service and would be very good at it. She stated that when child support looked to hire an attorney over the summer, they had 50 applicants for a position that was to pay under \$70,000 and further, some of the applicants were labor law attorneys who no longer had the ability to work in labor law because of changes in government. She also stated that the Committee needs to listen carefully to staff when they ask for help. The proposal to hire a new attorney was brought forward by Luetscher because his department is understaffed. Kocha felt this was a very good proposal and made complete sense for taxpayers and she urged the Committee to support the proposal, keeping in mind the other half-time attorney is coming out of the child support budget.

County Executive Streckenbach stated it was very evident that Corp. Counsel needs help and this is a compromise between HR and Corp. Counsel that he felt was a common sense, practical solution. Streckenbach stated when the budget was originally proposed, it was estimated that contracted services for HR legal advice would be between 5 – 10 hours per week at \$200 per hour. Under this proposal HR would be taken care of for labor advising, labor negotiation and labor arbitration and if we would have to use the WERC for an impartial hearing officer, we would potentially have that individual to that as well, all for about \$105,000 plus the costs of a desk, computer, etc. The other component that would be taken care of under this proposal is to have help that is needed in Corp. Counsel. Currently the County is paying \$108,000 for the same services for approximately 80 hours per month doing only labor advising and labor negotiations.

Streckenbach went on to say that he is in no way disputing the qualification of Mohr and, in fact, he felt he is a fine attorney and has an incredible amount of history with labor law issues. Streckenbach stated that he would not even see anything wrong with Mohr applying for the job as the County would benefit from having someone in a fulltime capacity. Streckenbach also urged the Committee to not lose sight of the fact that Corp. Counsel is inundated with a lot of corporate work and needs help. Streckenbach concluded by urging the Committee to pass this proposal.

Theisen asked Streckenbach if he was aware that Corp. Counsel had sent Mohr notice at the end of June that his contract could be terminated. Streckenbach answered that he was aware of that and further, when his office was looking for the signed contracts with regard to Mohr's services, which they still have not received, the issue of notice was spelled out. In the contract that Streckenbach read, the provision was for six months' notice. Theisen stated that he must assume that Streckenbach and Luetscher did what they felt was the right thing to do, but pointed out that so far he is not convinced that getting rid of Mohr is the right thing to do. All of his experiences to date with Mohr have been positive and he has not heard anything that convinced him that terminating Mohr was reasonable. Streckenbach replied that he was strictly looking at the contract that in the event a decision would be made to terminate Mohr, six month notice was necessary.

Luetscher stated that the notice to Mohr was given at the end of May and the reason it was given at that time was that both labor contracts require six months' notice. Luetscher stated that these notices were given from an entirely budgetary standpoint and were not based on his services. Luetscher went on to say that the last sentence of the letter to Mohr stated that the intent was to give the administration and the Board of Supervisors the necessary flexibility to fashion an agreement that meets the County's needs in 2012. This was never intended to be a "pink slip".

Streckenbach echoed this and stated that the letter to Mohr was simply giving notification that there may be a change and was not in any way a "pink slip".

Supervisor Theisen went on to state that he is willing to look at Luetscher's request for help in his office, however, he felt this was two separate issues. He is not in favor of changing the way legal work is done with HR and he is also willing to look at the need of getting help in the Corp. Counsel office. He is well aware of some of the bad legal decisions that have been made in the County over the years; however, none of these problems have occurred since Mohr has been handling these issues. He is not confident, however, that the County can hire someone for \$79,000 who isn't going to make costly mistakes. He felt that changing legal providers would be a risk and he is not willing to take this risk with the taxpayer's money.

Supervisor Miller stated he did not see anything that would make him to believe that the termination letter sent to Mohr was the result of dissatisfaction with his services. What he gathers is that the people who are in a position to know of Mohr's work uniformly approve of his work and he has not heard one adverse comment. He believes the next question would be if any person with a law degree can deliver the services to the County that are necessary. Miller's opinion is that legal services are not fungible and went on to say that it appears that Mohr is delivering quality legal services and he is hesitant to change and his suggestion is to seriously consider approving Mohr. He also stated that he believed the Statute permits the County to choose someone who is skilled at performing services and not simply the lowest contract. Miller concluded by stating that he does appreciate the County Executive's position in looking at the budget globally; however, his opinion is that eliminating Mohr will cost more in the long run.

Zima again stated the he felt this was a ruse on its face. Mohr was given six months' notice on labor contract which is the smallest of the three contracts. The administration wanted to look at labor negotiations, however, what they did was eliminate the Board attorney and the services to HR even though everyone says those services are fantastic and no mistakes have been made in 3 ½ years. It is proposed that the money that would be saved by eliminating Mohr would be used to hire an attorney because Corp. Counsel needs help in their office. Zima felt that if Corp. Counsel needs help in their office, it should not have anything to do with providing legal services primarily to HR and he suggested that HR conduct a study to see if in fact Corp. Counsel does need another position.

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to receive and place on file. Motion withdrawn.**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to deny the resolution. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to add \$108,000 to the HR contracted services line - \$72,000 for HR legal advisor and \$36,000 for labor negotiations. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve the Corporation Counsel 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**5. Dept. of Administration – Review of 2012 Department Budget.**

- a. **Resolution Approving New or Deleted Positions during the 2012 Budget Process (Administration).**

Carolyn Maricque directed the Committee's attention to Pages 18 – 22 of the budget book and reported the following:

- The main change in the revenue for other financing sources has decreased due to the removal of carryover funds from 2011;
- Personnel costs have decreased mainly due to WRS changes;
- A .5 Clerk/Typist which was unfunded last year can now be deleted.

**Motion made by Supervisor Miller, seconded by Supervisor Tumpach to approve the resolution to delete the Clerk/Typist I position. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Miller, seconded by Supervisor Tumpach to approve the Department of Administration 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**6. Facility Management – Review of 2012 Department Budget.**

- a. **Resolution Approving New or Deleted Positions during the 2012 Budget Process (Facility Management).**
- b. **Resolution Approving New or Deleted Positions during the 2012 Budget Process (Facility Management/Highway Department Merger).**

Facility Management Director Bill Dowell directed the Committee's attention to the Public Works budget contained on Pages 198 – 210 of the Budget Book. He clarified that the Highway Department and Facility Management have been combined into a Public Works Department and he is presenting the Facility portion of the budget. Dowell highlighted the following:

- Both Facilities and Highway will continue to work on the merger into the Public Works Department;
- Facility Management will continue to actively support Brown County's sustainability efforts in 2012 by remaining the Energy Oversight Committee lead; implementing energy projects and actions and updating and refining near-term goals and objectives;
- As a result of a change in county-wide budgeting practices, the department will not need to bond for various facility improvements and building maintenance in 2012 but instead will include these improvements in their general operating budget.
- Revenue reduction from 2011 to 2012 is roughly \$500,000 and this is comprised of one of the energy projects that will be completed;
- There are grants from stimulus money and Focus funds that will no longer appear in the 2012 budget;
- There was a reclassification of the employees in the two unions into one group and this will result in a savings. Personnel costs are also reduced and this is due to reduction of employees as shown in the resolution;
- Outlay is also increasing and some of the bonded projects are being moved into outlay.

Dowell also reported on the Facility Management summary contained on Pages 201 – 202 of the budget book and highlighted the following:

- The recommendation is for 49.4 FTEs and this is a reduction of 4.3 from the 2011 budget;
- With regard to the reorg chart, there is Public Works Director and a Business Manager and these two positions are being funded from the Facility Director and the Highway Director;
- The Document Center is in this organization chart and the reorg committee is looking at the possibility of relocating the DC outside of the Public Works Department.

With regard to the study group, Supervisor Tumpach asked about the position consolidations and if this is where most of the savings came from. Internal Auditor Sara Perrizo stated that two office managers for the Department of Public Works have been added in the budget. Further, the Planning, Development and Transportation Committee approved a resolution to change the office manager position to a Clerk Typist II position for a savings of \$8,607. Dowell suggested this change



rather than eliminate the position altogether and he stated that he would like to revisit this if possible. Perrizo stated that the consensus of the study group was that there was not a need for two office managers in the Department of Public Works.

Dowell responded that the Office Manager I was what was in the original Facilities organization and he asked that rather than eliminate the Office Manager position altogether, it be changed to a Clerk Typist II position. Dowell stated that this office manager position involves a significant amount of work and is a 40 hour per week job. It involves providing support to facility managers, handling all of the purchase orders and invoices, and other office duties including management of vehicles. Dowell believes that at least for the time being they still need the Office Manager I. He also noted that the location for the Public Works Director has not been decided. If this Director will be downtown, Dowell felt there was a strong case for the Officer Manager.

With regard to the resolutions at PD & T, Supervisor Schuller stated his understanding was that the Officer Manager position was adjusted to a Clerk Typist II position to avoid a layoff. Perrizo confirmed this. Supervisor Erickson stated that the first inclination at PD & T was to eliminate the Office Manager position; however, after a discussion it was decided to make the position that of a Clerk Typist II to avoid layoff.

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to approve the resolution under 6a. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Tumpach, seconded by Supervisor Schuller to approve resolution under 6b by reducing the Public Works Director salary by \$8,779.00; reducing the Business Manager salary to \$70,448 and deleting the Office Manager I position and adding the Clerk Typist II position at a savings of \$8,607. Vote taken. MOTION CARRIED UNANIMOUSLY**

Dowell stated that he had looked at the salaries quite thoroughly and stated that it was felt by the study group that the salaries were where they should be to bring in the right talent to fill the positions and it was his opinion is that the salaries should stay as they originally are. Supervisor Schuller stated that salaries were not one of the things they discussed and Sara Perizzo also stated that she did not recall having a discussion regarding salaries. Erickson stated that he did not believe there would be a problem filling the positions at the new salaries.

At this point Chair Lund asked HR Director Klarkowski to explain the changes in HR to keep the maintenance workers at the CTC at the same level. Klarkowski stated that there were 9.5 FTE at CTC and she recommended keeping the title of Housekeeper I but putting their salaries back to the currently salary that they have today at a cost of \$59,901. Lund asked if Klarkowski would recommend doing a study on this for use in hiring people in the future. Klarkowski responded that as the merger continues, they will evaluate positions and then make any necessary adjustments to compensation. Materials provided to the Committee by CTC workers are attached hereto.

**Motion made by Supervisor Miller, seconded by Supervisor Schuller to approve continuing with the maintenance staff at the CTC at the same level they are currently at. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve the Facilities Management 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

Supervisor Miller had questions with regard to maintenance of the dome at the courthouse and also the status of the Resch Centre and in particular if sufficient maintenance is being done. A discussion

was held with regard to these issues and it was determined that these issues will be placed on the next Administration Committee agenda for further discussion.

**7. Human Resources – Review of 2012 Department Budget.**

**a. Resolution Approving New or Deleted Positions during the 2012 Budget Process (Human Resources).**

Human Resources Director Debbie Klarkowski directed the Committee's attention to Pages 37 – 42 of the budget book and also highlighted the following:

- The personnel costs have decreased due to the elimination of extra help;
- This WRS contributions in the budget have increased;
- One half-time analyst position is being unfunded;
- Operating expenses have decreased due to the elimination of the outside labor attorney contract, however this decrease has been offset by the increase in the general HR budget for administration fees for the County's health benefit reimbursement program (VEBA) and salary reimbursement account that supports Brown County as a whole.

Chair Lund stated that there were questions with regard to the Chapter 4 rewrite and in particular grandfathering employees as well as looking at CTC Center workers and being under a different wage classification than persons doing cleaning around the rest of the facilities. Klarkowski stated that the CTC Center workers falls under Facilities. Lund questioned if CTC workers that have been here over 25 years could be grandfathered so they did not lose any benefits. Klarkowski stated that her understanding was that the Committee would have to make a motion that they wish to grandfather current employees that have more vacation time than what is allotted in Chapter 4. Klarkowski stated that the workers affected by this are the telecom operators, correctional officers, some Sheriff's Department employees and several others throughout the county. The total amount of workers this affects is 81 and there is no financial outlay with this.

**Motion made by Supervisor Miller, seconded by Supervisor Schuller to grandfather current employees who have 25 years or more of service for no loss of vacation benefits. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

Lund asked Klarkowski if she had concerns with regard to the proposal to unfund a half an analyst position. Klarkowski responded that there are administrative fees in the budget for \$90,000 for the VEBA program that supports all of Brown County and there were also monies in the salary reimbursement account that supports all of Brown County, not just the HR department. Klarkowski stated her preference would be that those line items go into a sub-department but this was not done moving into 2012. If those two cost items were in a separate department, she could recommend funding the analyst position.

Streckenbach stated that at the budget meeting the HR analyst position was not mentioned as being needed. He further stated that discussions had been had with regard to moving the VEBA account and salaries reimbursement account to a different category, but nothing had been solidified. Klarkowski stated that the VEBA was actually not budgeted in 2011; however, in anticipation of going out for the RFP, there were extra dollars (\$50,000) in the HR budget that were set aside for the administrative fees of the VEBA. An additional \$90,000 was put in the budget for 2012 for the administration of the VEBA. Klarkowski stated that she felt this should be a sub-department similar to the health and dental budgets. Klarkowski's concern is that HR unfunded the analyst position to meet the levy given, while \$90,000 was added to the budget for 2012 for administration of VEBA. She also noted that after the budget meeting, \$150,000 was added into the salaries reimbursement account to support the casual day payout for all of Brown County.

County Clerk Darlene Marcelle asked what the VEBA account is as she is not familiar with it. Klarkowski explained that VEBA is an acronym for Voluntary Employee Beneficiary Association and it will be tied to the high deductible insurance plan. It is a method for employees to save future dollars for health care costs.

Lund asked if the HR analyst that is being unfunded is currently a fulltime employee and, if so, if that analyst wished to be cut to a half-time employee. Klarkowski stated that it was a fulltime employee who did not wish to have her hours cut by 20 hours per week.

**Motion made by Supervisor Schuller, seconded by Supervisor Tumpach to approve Resolution Approving New or Deleted Positions during the 2012 Budget Process – Deletion of 1.0 FTE Extra Help. Vote taken. MOTION CARRIED UNANIMOUSLY**

Klarkowski stated that the projects HR has in 2012 that would necessitate this extra help include implementing KRONOs, an applicant tracking system, continued policy development and implementation of Chapter 4 revisions, countywide position and salary review and review and revisions of current testing procedures.

Supervisor Miller asked Streckenbach what his position was with regard to this and Streckenbach stated that this was not presented to him at the time of the budget meeting and further, up until this point, he was not aware of the justifications listed by Klarkowski for the position. He further stated that if this passed he will revisit it.

Lisa Younk, the HR Analyst affected by this, was in attendance at the meeting and advised the Committee that she did not volunteer to have per position cut. She proposed that this not happen as the County is on the threshold of an unprecedented ability to work with employees without union contracts and she felt that all of the departments will need the support of HR in every capacity available. It was her opinion that without adequate support in HR, employees may not reach a comfort level with the changes going on. She also felt that HR staff is already stretched to capacity and in fact would argue that staff should be increased rather than decreased and she urged the Committee to reconsider their earlier motion so that HR can provide adequate services to the employees of Brown County.

Supervisor Miller felt that Younk made a good argument, but he also felt that the process should be honored in that the County Executive should be given the opportunity to confer with his staff and reach a conclusion as to whether this is necessary before the Committee considers this.

**Motion made by Supervisor Miller, seconded by Supervisor Theisen to refer to staff to come up with a recommendation. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve \$36,000 in the 2012 Human Resources Budget for a labor negotiator and \$72,000 for an HR advisor. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to approve the Human Resources 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**8. Information Services – Review of 2012 Department Budget.**

IS Director Robert Heimann provided the Committee with a spreadsheet which outlined a change to the information contained in the budget book, a copy of which is attached.

With regard to his budget contained on Pages 43 – 49 of the budget book, Heimann pointed out the following:

- The disaster recovery plan is an ongoing effort that began a number of years ago and should be complete in 2012;
- Migration from the AS400 to the Blade Center is a significant and multiple year effort which is in the initial stages at this time;
- The 2012 budget has a net reduction from the 2011 budget of \$247,526;
- There is no bonding of any items for IS for 2012;
- The LTE position is still in the budget and will continue for a good portion of 2012.

Heimann explained that the spreadsheet he distributed shows an increase of the budget by \$49,747.00. Subsequent to the time the budget was put together, there have been some staffing changes in his department in that a half-time Programmer/Analyst II will be retiring. The spreadsheet shows elimination of that half-time position from the budget in the amount of \$43,255. The addition on the spreadsheet is to add a Technology Services Manager at a cost of \$93,002. These changes will result in an increase of the IS budget of \$49,747.

**Motion made by Supervisor Miller, seconded by Supervisor Schuller to approve the IS 2012 Budget with the addition of a Technology Services Manager for \$93,002 and deletion of a half Programmer/Analyst II position for 43,255. Vote taken. MOTION CARRIED UNANIMOUSLY**

**9. Treasurer – Review of 2012 Department Budget.**

Treasurer Kerry Blaney directed the Committee's attention to Pages 50 – 54 of the budget book and further reported as follows:

- \$50,000 of net revenue was added to the budget for 2012 and this will be comprised mainly of interest on taxes;
- All figures have been diligently reviewed and based on a trend analysis, the net levy budget for 2012 is \$3,216,000.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve the Treasurer's 2012 Budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Year 2011 Non-Division Budgets Review**

**10. Debt Service Fund.**

Finance Director Carolyn Maricque directed the Committee's attention to Pages 262 - 268 of the budget book and stated there will be a transfer in of approximately \$900,000 from other projects and there will also be another \$300,000 coming in from jail assessments that can be used towards the bonds. There will be principal payments of approximately \$10,800,000 with interest of approximately 6.1% and there will also be some debt issuance and professional fees for the debt. Maricque continued that there will be approximately \$2,000,000 coming back from the enterprises for the debt for the Zoo, Airport and Golf Course. Overall the property taxes for the debt service for 2012 are proposed to be at about \$13,300,000.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve the 2012 Debt Service Fund. Vote taken. MOTION CARRIED UNANIMOUSLY**

**11. Capital Projects.**

Finance Director Carolyn Maricque directed the Committee's attention to Page 229 – 261 of the budget book. In referring to the schedule on Page 231, Maricque stated that the first half of the schedule refers to current capital projects in progress that the County has received bonding or other funding for in prior years. The proposed capital projects consist of the capital projects that they are

proposing securing bonding for and these include the library renovations, radio interoperability – end user equipment and 2012 highway projects. With regard to the radio operability project Maricque noted that of the \$5,500,000 listed, \$1,900,000 is for the County and the remaining portion will be debt that we finance for other agencies and municipalities. There are also other capital projects occurring that have other funding sources and these are for arena renovations, asset maintenance, Human Services Managed Services software and 2012 highway projects that they were looking to have funded by property taxes and also other revenue sources. These highway projects were the projects that the PD & T Committee looked at for reduction of a portion. Internal Auditor Sara Perrizo stated that PD & T took \$642,210 out of property tax and put it on the bond and this recommendation was passed on to the Administration Committee from PD & T.

County Executive Troy Streckenbach asked if this was for one or more highway projects. Maricque stated that the largest project would be for the County HC project for \$557,000 and she noted that a portion of that project is already in 2013. She did state that the amount that was reduced at PD & T was more than that project.

Lund asked if the portion for library renovations included the repairs needed for the elevator system. Streckenbach stated that if the library's budget is approved by the Board, bonding of \$1,979,000 would not be necessary for the library and that the \$1,979,000 does include elevator repairs. Streckenbach stated if this was approved in the operations budget, there would \$375,000 less that would need to be bonded for in 2012. If it is not approved and operational maintenance items are taken out of the budget, and it needs to be bonded, then at least it is fully disclosed and transparent. Streckenbach stated that his goal is to keep the elevator repairs in the operational budget as he would rather not pay for it by bonding. Streckenbach stated that the whole bonding debt plan is that the principal that is being paid off is less than what we are bonding for and he felt that this would be at risk if we decide to take out capital projects and put it back into bonding.

Streckenbach passed out a graph outlining the total outstanding general obligation debt, a copy of which is attached. He stated that the goal is to see true property tax relief and see our tax rate decrease and he felt that one of the best ways to do this as a community is shown on the graph. He felt that if we do not start now, it will simply prolong it another year. If we are looking to provide property tax relief and provide a tax rate that will reduce, we have to start somewhere, but not with a large hit at one time. He believes there needs to be a strategic plan over the course of years. Streckenbach stated that he did not feel we would get to a better spot if we continue to bond for projects year after year. At some point in time we have to make a commitment to move funds over to cover these expenses. The strategy of his budget is to make tough deep cuts in 2012 so that in 2013 we have applied roughly \$2,000,000 to maintenance, operations and roads. This would also allow the ability to handle any problems that would arise with regard to revenues or absorbing expenses. This would allow the possibility of hiring more staff in areas that are deficient or be able to foster employee morale by looking at an increase in wages. Currently we have to transfer in \$1,200,000 to cover debt service. Maricque explained that the \$300,000 will probably happen again next year, but the other \$900,000 came from excess funds from projects, so this may be a number we will not see next year, unless there are more projects that were over bonded.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve Capital Projects 2012 Budget. Vote taken. Ayes: Lund, Theisen, Schuller, Tumpach, Nays: Miller. MOTION CARRIED 4 - 1**

## **12. Taxes, Special Revenues, Certain Internal Service & Fiduciary Funds.**

Carolyn Maricque referred the Committee's attention to Pages 269 – 285 of the budget book and further stated that the amounts going into the general fund are shown on Page 270. She noted that

the transfer in is from the Sheriff's Department and this is due to them purchasing vehicles which they are paying back in 2012. She did note that the copy center is working on a deficit and this will be reviewed.

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to approve the Taxes, Special Revenues, Certain Internal Service & Fiduciary Funds 2012 Budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **Non-Budget Items**

#### **Communications**

- 13. Communication from Supervisor Andrews re: That the County explore where we may use tablet devices, for staff and elected officials, as our method of accepting data in an effort to reduce our paper printing and postage costs. *Referred from September County Board.***

Supervisor Andrews stated that there are a number of counties that are going to the use of tablet devices such as iPads. Andrews explained that when you walk into the building, you are automatically logged on to the system and therefore, you would have instant access to anything online. She felt due to the large volume of paper printed, having things accessible on a tablet may be more cost-effective and she also felt the notion of going paperless should be explored. Further, having documents accessible electronically would alleviate the need to have large amounts of space to store paper documents.

**Motion made by Supervisor Schuller, seconded by Supervisor Theisen to refer to Supervisor Andrews and the Internal Auditor. Vote taken. MOTION CARRIED UNANIMOUSLY**

- 14. Communication from Supervisor Miller re: That the Administration Committee of the Brown County Board of Supervisors be expanded to include three Brown County high school students as non-voting members to participate in all non-closed session discussions. This would be done on an experimental basis for one year. *Motion at 9/22/11 Admin: To approve communication as amended to provide for two students to participate for three months at a time. Item referred back to committee as per the County Board 10/19/11.***

Supervisor Miller summarized the current status of this communication and stated that students recommended through the County Executive's process will be invited to participate in Committee discussions with the idea that the first hour of the meeting would be set aside to discuss items that may be of interest to them. The Committee will receive feedback from the students and their advisors/principals to see if this is of any value and if it is, it can be continued and if there was no value, we can stop. Streckenbach stated that he did have several schools that have shown interest in this and have students available. The Committee is prepared to have this begin next month and Streckenbach will have his assistant make contact with the schools to set it up.

*No action taken.*

#### **County Clerk**

- 15. Budget Status Financial Report for August and September, 2011.**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Corporation Counsel**

- 16. Ordinance re: Creating Section 3.31 of the Brown County Code of Ordinances to Prohibit Carrying of Firearms into County Buildings and Special Events. Motion at 9/22/11 Admin: To refer to staff for further info. Item referred back to cmte as per the County Board 10/19/11.**

Corporation Counsel John Luetscher provided the Committee with information regarding what counties in other states have done concerning firearms in county buildings, a copy of which is attached. Luetscher stated that he had proposed this ordinance which is a general ban on behalf of the administration and this ordinance maintains the status quo which is what he felt the strong preference of department heads was.

Theisen stated that research indicates that the states that have concealed carry have not shown any change in crime, either up or down. Theisen also stated that in reviewing the information provided by Luetscher, it appeared that a number of major cities do not have any such ordinance as is being proposed. Theisen felt it was a matter of fear of change and fear of the unknown. Based on his own common sense, Theisen felt that if someone intends to hurt someone with a gun, a sign on the door would not make a difference.

Erickson agreed with Theisen and stated he also believed a sign on the door will not stop someone who has intent to do harm. He felt if we really want to protect the buildings in the County, the way to do it would be with metal detectors. Erickson also recommended that staff consult with the Sheriff's Departments in the surrounding states to see how they handle this situation.

Miller thought that perhaps this should be looked at on a building by building basis and that it would be prudent to ban weapons with the exception of the Sheriff, however, he did agree with Supervisors Theisen and Erickson that a sign on the door would not prevent someone who intended to do harm from doing harm. Miller felt the only value an ordinance would have would be the value of somebody bringing in a weapon for psychological effect.

Luetscher stated that if this ordinance is not passed, he would still like the opportunity to come back with an ordinance that would pertain to select buildings where he felt he could make compelling arguments that firearms should be banned such as the CTC, Sophie Beaumont Building and Shelter Care.

Supervisor Kaster felt this was two different discussions, banning firearms or banning weapons. Banning weapons would include box cutters, fingernail files, etc. Luetscher stated that the ordinance refers to firearms specifically and that the County has no authority to ban other weapons – only firearms.

Schuller maintains his position that Corp. Counsel drafted the ordinance and makes mention that department heads and employees are in favor of the ordinance and there are municipalities and businesses and employers throughout the area that are passing similar ordinances to keep firearms out of their facilities and he felt that for the wellbeing of County employees the ordinance should be passed.

**Motion made by Supervisor Miller, seconded by Supervisor Tumpach to refer to Corporation Counsel to analyze on a building by building basis. Vote taken. MOTION CARRIED UNANIMOUSLY**

**17. Resolution to Approve Contracting for Outside Legal Services.**

Corporation Counsel John Luetscher reported that Port and Solid Waste is presently negotiating a solid waste management services agreement with virtually all of the municipalities in Brown County and, in addition, there is a somewhat similar agreement being negotiated with private haulers. The agreement will tentatively be in effect for 10 years. Both agreements raise specific and complex legal issues and it is the desire of Corp. Counsel to have these issues reviewed by outside counsel by an attorney who has expertise and experience in sovereign immunity issues. This relates to an addendum which is part of the negotiated management services agreement with the municipalities. This is essentially an agreement that Brown County would be entering with OEI which is a Wisconsin Corporation owned by 7 Generations, an Oneida Tribal corporation.

**Motion made by Supervisor Miller, seconded by Supervisor Schuller to approve. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**Child Support Agency**

**18. Ordinance Creating Section 3.31 of the Brown County Code Entitled "Child Support Agency Fees".**

Corporation Counsel John Luetscher drafted this ordinance for the former director of the Child Support Agency. There is a state law that allows the County to charge certain fees for various tasks that the CSA provides. Luetscher stated that the revenue this would generate is fairly modest.

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to approve. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**Treasurer**

**19. Budget Status Financial Report for September, 2011.**

Blaney stated that revenue continues to come in above budget and expenditures continue to be below budget.

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**20. Treasurer's Financial Report for the Month of August, 2011.**

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**21. Budget Adjustment Request (11-120): Increase in expenses with offsetting increase in revenue.**

Blaney stated that this relates to the cost of banking services and the purpose of the adjustment is to create a separate expense line category for bank service charges.

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**



**22. Opening of tax deed bills.**

Chair Lund opened the bids received and they are as follows:

*-Parcel HB-1323-1-4* - Bid by the Oneida Nation of Wisconsin of \$250.00 (\$25.00 down payment received)

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve bid by the Oneida Nation of Wisconsin of \$250.00 for Parcel HB-1323-1-4. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel VH-748* - Bid by Greg Ludwig of \$750.00 (\$75.00 down payment received)

Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve bid by Greg Ludwig of \$750.00 for Parcel VH-748. Vote taken. MOTION CARRIED UNANIMOUSLY

*-Parcel VH-750* - Bid by Greg Ludwig of \$750.00 (\$75.00 down payment received)

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve bid by Greg Ludwig of \$750.00 for Parcel VH-750. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 1-859* – Bid by Scott Delcorps of \$500.00 (\$50.00 down payment received)  
Bid by Timothy Schultz of \$1,053.00 (\$105.30 down payment received)

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve the bid of Timothy Schultz for \$1,053.00 for Parcel 1-859. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 9-140* – Bid by Michael Sarogg of \$2,000.00 (\$200.00 down payment received)

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve bid by Michael Sarogg of \$2,000 for Parcel 9-140. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 14-519* – Bid by Michael and Kristine Casperson of \$1,000.00 (\$ 100.00 down payment received)

**Motion made by Supervisor Schuller, seconded by Supervisor Tumpach to approve bid by Michael and Kristine Casperson of \$1,000.00 for Parcel 14-519. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 19-624* – Bid by Javier Gasca of \$100.00 (\$100.00 received)

**Motion made by Supervisor Miller, seconded by Supervisor Tumpach to approve bid by Javier Gasca of \$100.00 for Parcel 19-624. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 20-436* – Bid by Ruby Mock of \$60.00 (\$60.00 received)

**Motion made by Supervisor Schuller, seconded by Supervisor Tumpach to approve bid by Ruby Mock of \$60.00 for Parcel 20-436. Vote taken. MOTION CARRIED UNANIMOUSLY**

*-Parcel 21-1463* – Bid by David Catalano of \$5,300 (\$530.00 down payment enclosed)  
Bid by Andy Williams of \$510.00 (\$51.00 down payment received)

Motion made by Supervisor Tumpach seconded by Supervisor Miller to approve bid of David Catalano of \$5,300.00 for Parcel 21-1463. Vote taken. MOTION CARRIED UNANIMOUSLY

-Parcel 21-1617 – Bid by Thomas L. Peterson of \$800.00 (\$80.00 down payment received)

Motion made by Supervisor Schuller, seconded by Supervisor Theisen to approve bid by Thomas L. Peterson of \$800.00 for Parcel 21-1617. Vote taken. MOTION CARRIED UNANIMOUSLY

**23. Director's Report.**

Blaney stated that this is the time of year the Treasurer's office starts foreclosure proceedings. Foreclosures continue to increase in number each year and this year they have approximately 600.

Motion made by Supervisor Theisen, seconded by Supervisor Miller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Department of Administration

**24. Budget Status Financial Report for September, 2011.**

Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

**25. 2011 Budget Adjustment Log.**

Motion made by Supervisor Theisen, seconded by Supervisor Miller to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

**26. Director's Report.**

Motion made by Supervisor Schuller, seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Human Resources

**27. Activity Report for September, 2011.**

Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

**28. Budget Status Financial Report for September, 2011.**

Motion made by Supervisor Schuller, seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

**29. VEBA RFP Request for Approval (project to be handed out at meeting).**

Human Resource Director Debbie Klarkowski stated that this is an RFP for a health savings account that employees can use to save future dollars for healthcare under the high deductible plan.

Supervisor Miller believed this type of service was provided for free at financial institutions. Klarkowski said this is different than a health savings account. This high deductible plan functions

to a certain degree like a PPO. Klarkowski said that the fee is for administering the plan as it is an investment mechanism for the employee.

**Motion made by Supervisor Miller, seconded by Supervisor Theisen to approve RFP. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**30. Director's Report.**

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Information Services**

**31. Budget Status Financial Report for September, 2011.**

IS Director Robert Heimann stated that as of September 30, 2011 they are at 65.63% of costs charged out to County Departments and the forecast for the end of the year is to be under budget.

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**32. Budget Adjustment Request (11-123): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).**

Heimann stated that the fiber optics capital project costs were less than originally bonded for. The remainder of these funds, \$4,262, is being transferred from IS to the Sheriff's Office for installation of the fiber in the Sheriff's Office.

**Motion made by Supervisor Schuller, seconded by Supervisor Theisen to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**33. Budget Adjustment Request (11-125): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).**

Heimann stated that this is for updates to the GIS system that is on the internet for use by the public as well as property listing and other staff. The Planning Department had funds in their department to outsource a section of the programming but it was later determined that the updates could be completed by the IS Department less expensively than hiring an outside consultant. This budget adjustment is to transfer funds from Planning and Land Services to IS to cover the overtime costs IS staff will likely incur in making these updates, which will still be less than outsourcing.

**Motion made by Supervisor Theisen, seconded by Supervisor Tumpach to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**34. Director's Report.**

With regard to the Director's Report contained in the agenda packet, Heimann wished to draw the Committee's attention to several items, including the Sheriff's Department Law Enforcement Records Management System. The go live date for this system has been moved from November 1 to November 29.

Heimann also stated that PCI compliance is still a concern and the position that was approved in the budget will allow staff who have the capability to work on PCI compliance to get started on this project.

Finally, he advised the Committee that his last day as IS Director for Brown County will be November 11. He thanked the Committee and Board for the time he has spent with Brown County. The Committee thanked Bob for all his work and stated that he will definitely be missed.

**Motion made by Supervisor Schuller, seconded by Supervisor Miller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

At this time Board Chairman Guy Zima addressed the Committee and Bob Heimann. Zima echoed the Committee's thanks to Heimann for the work he had done and all the money he has saved the County. Zima stated that he had personally met with Heimann in an attempt to get him to stay on with the County as it is important to have a person of his caliber to guide the IS Department. Zima asked Heimann why he made the decision to leave the County and Heimann said he was leaving due to frustration that his department was not being staffed properly and further, Heimann felt there were "time bombs" waiting in the County to go off for which he felt he would take the blame, although he had made attempts with the last two administrations to get the help the IS Department needs to address these concerns. Zima is aware of consistent complaints over the last 3 – 4 years as everyone wants and needs the services of that department, which leaves Heimann to pick and choose what to work on. Secondly, Zima stated that Heimann felt that in the public sector the salary for an IS Director was well above what he earns, but Heimann was satisfied with what he was making at Brown County and he did the job because he liked it, but he felt that he did not want to be responsible for what might happen under his leadership when the department was underfunded and under staffed. Zima felt that the IS study that was proposed earlier was something the County needs to look at. Zima felt that Heimann would like to move on to someplace where he can be utilized and appreciated and where he does not need to be afraid of what might or could happen.

Zima went on to say that Heimann said the he had enjoyed working with the staff and has generally felt support from the Board but that Administration does not seem to want to solve the problems that exist. Zima felt this was definitely something that needed attention. Zima also felt that in the future we have to listen to what our staff is telling us. Zima felt that the final straw that came for Bob was after he put together job descriptions that he was asked to put together, it was agreed these positions were necessary and then at the last minute this did not materialize.

**Motion made by Supervisor Miller, seconded by Supervisor Theisen to take Corporation Counsel and Human Resources next. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **Facility & Park Management**

#### **35. Budget Status Financial Report for September, 2011.**

**Motion made by Supervisor Schuller, seconded by Supervisor Theisen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **36. Budget Adjustment Request (11-139): Increase in expenses with offsetting increase in revenue.**

Dowell stated that this budget adjustment is for funds received from a wind farm and will be received annually. It is proposed to spend these funds on a pool cover at Syble Hopp as there is a

great deal of energy being lost in not having the pool covered. Dowell felt that as much as \$10,000 could be saved annually by covering the pool.

**Motion made by Supervisor Miller, seconded by Supervisor Theisen to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

### **37. Director's Report.**

Dowell stated that they are continuing to wrap up open projects by the end of the year. They are also proceeding with MHC activity. He stated that a number of items have been sold at govdeals.com as well as at the auction held in October which netted approximately \$6,000 after the expenses of the auction. He also noted that by holding the auction they saved approximately \$5,000 - \$6,000 of expenses in dumpsters and disposal fees.

Currently the heat is not operating at the MHC and they will be proceeding to drain water lines and the plan is not to heat the building this winter. Dowell stated that they will still need approximately \$30,000 to continue on with the security on the building as well as some nominal lighting for parking lot lights and emergency lights. Dowell felt that the security guard is necessary in that if the building is not checked periodically there is a strongly likelihood that vandalism will occur. The security contract is in the neighborhood of \$14,000. Dowell also stated that they have had the Fire Marshal tour the facility and provide Facilities with a list of the various activities that will have to take place to shut the building down.

Supervisor Miller wanted to know what the possibility would be of using security cameras instead of a security guard to keep the building secure. Dowell felt that the presence of the security guard was important and stated that the security contract provides for three or four rounds of the MHC during the second and third shift. Miller wanted to know if the status quo was being maintained in the hopes of selling the building. Dowell stated that the Facilities Masterplan Subcommittee is of the opinion that the building should be demolished, but the cost of that is approximately \$1,500,000 which has not been budgeted for. Obviously the preference would be to sell the building, however, they have been attempting to sell the building for two years and although there have been several interested parties, no offers or letters of intent have been forthcoming. Some of the interested parties are simply interested in the property and not the building itself.

Carole Andrews, Chair of the Facilities Masterplan Subcommittee, stated that they are proceeding along several lines such as working on something with the City of Green Bay and a TIF district, demolishing the building and attempting to sell the building.

Lund stated that the County would be willing to sell the property only, and if that is done, we would deduct the cost of demolition from the property sale. He felt it would not be prudent to spend funds to demolish the property without even knowing if there would be a payback.

Erickson's opinion was that it would be difficult to find anyone interested in the old section of the building as it's in pretty bad shape. He also stated that he thought last year it was voted to end all funding for the MHC in June. Lund stated that that was correct, but then there was another vote to continue funding through the end of the year.

Schuller asked Streckenbach what was happening with attempts to market the property. Streckenbach answered that Chuck Lamine is currently in the process of preparing an RFQ for a broker. Streckenbach also reaffirmed that there are several different options being discussed to come to a long term solution. He also stated that to some degree this is a liability and it needs to

be maintained to a certain level for several different reasons, including the fact that there is mold and asbestos in the building as well as security issues and thus, there is a cost to owning a vacant building.

**Motion made by Supervisor Schuller, seconded by Supervisor Theisen to reconsider the Facility Management budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Schuller, seconded by Supervisor Lund to add \$30,000 to the Facility Management 2012 Budget to maintain MHC building for a period of one year. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to approve the Facility Management 2012 Budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Theisen, seconded by Supervisor Miller to receive and place director's report on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Other**

**38. Audit of bills.**

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to pay bills. Vote taken. MOTION CARRIED UNANIMOUSLY**

**39. Discussion of meeting date for November, 2011; scheduled November 24, 2011 (Thanksgiving).**

**Motion made by Supervisor Tumpach, seconded by Supervisor Schuller to hold the next Administration Committee meeting on November 17, 2011 at 5:30 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY**

**40. Such other matters as authorized by law.**

**Motion made by Supervisor Theisen, seconded by Supervisor Schuller to adjourn at 10:25 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Recording Secretary



305 E. WALNUT STREET, ROOM 120  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

DARLENE K. MARCELLE

PHONE (920) 448-4016

FAX (920) 448-4498

COUNTY CLERK

October 27, 2011

**2012 BUDGET  
COUNTY CLERK'S OFFICE  
BUDGET PRESENTATION MEETING**

**I. Review and Discussion of Department Budget**

a. **Policy Initiatives** – we have budgeted to operate without any changes to programs and services; we will maintain the status quo.

**b. Capital Improvement Projects**

i. **None Requested in 2012 Budget**

**c. Expenses**

i. **Staffing** – Our table of organization will remain the same. However, the Account Clerk I position may become a “job share” due to employee continuing her education and she requested part-time hours. For the 2012 Budget some possibilities for filling the remaining hours for 1 FTE include using an existing county employee, college intern, or external part-time help (if this position remains part-time).

ii. **Operating** – Most expenses remain the same. However, with the anticipation of possibly changing election equipment to the DS-200 in 2012, we reduced our Printing Forms (5304.100) for ballot shells by approximately \$30,000 less than we have in the past for 4 election cycle budgets. (The Estimated eligible voters in Brown County is 187,578.) If we switch equipment, we will need a different ballot shell and this paper cost would come out of the \$600,000 bonded for the DS-200. If we don't switch to the DS-200, we may need to find additional funding of approximately \$40,000 to purchase ballot shells for the 2012 elections.

iii. **Chargebacks** – Most chargeback costs to the County Clerk remain similar to past budgets; although, I don't believe in this budgetary practice.

iv. **Contracted Services** – None anticipated in 2012 Budget

v. **Outlay** – None anticipated in 2012 Budget

**d. Revenues**

- i. **Levy trend** – Decrease in levy is mostly due to a reduction in fringe dollars of \$15,900 (5110.310) and \$30,000 (5340.100) reduction in the cost of ballot shells. Likewise, various fees for licenses and permits were raised to increase the department's revenue and reduce our levy in order to meet the Executive's targeted levy amount. We increased our fees for election services that we provide to municipalities and school districts to raise our revenue and decrease levy dollars. (Refer to Charts A-D for County Clerk Actual Levy dollar trends.)
- ii. **Intergovernmental charges** – Election chargebacks vary from one election to another; and costs are based on the number of jurisdictions and contests for each election. We can't chargeback for federal, state, and county contests because the County is responsible for these costs. However, municipal and school districts can be charged back for services provided. There is always a level of uncertainty as to the percentage of costs absorbed by the County and those by other jurisdictions. Likewise, some charges are based on the number of reporting units and polling locations; these might change due to redistricting. 2012 Budget intergovernmental revenue for election services provided was projected based on the existing districts and polling locations. However, revenues could fluctuate depending on 2012 Redistricting changes and the number of polling locations in Brown County. In addition, Statewide Voter Registration service agreements with "reliant" municipalities are being renegotiated for the 2012-2013 cycle.
- iii. **Grants** – None anticipated for 2012 Budget
- iv. **Rates and Fees** – Some license and service fees were increased in the 2012 Budget. Marriage License Applications, Domestic Partnership Applications, Domestic Partnership Terminations have increased \$10; Emergency Alarm Permits increased \$2; Election Supplies increased \$5; Automark and Eagle (or DS-200) election coding charges increased \$10; and SVRS fees increased \$.02 per resident.
- v. **Other** – None anticipated for 2012 Budget
- e. **Possible Additional Levy Reductions** – No suggestions at this time.

## **II. Questions and Answers**

## **Adjournment**



## **CORPORATION COUNSEL OFFICES – BY COUNTY**

### **DANE COUNTY**

- 2010 Population = 488,073
- 21 attorneys:
  - Child Support = 8
  - Corporate = 5
  - Juvenile = 5
  - Ch. 54/55 = 2
  - Mental Health = 1
- The airport contracts out for 1 attorney position.

### **WAUKESHA COUNTY**

- 2010 Population = 389,891
- 11 attorneys:
  - Corporate = 5
  - Child Support = 4
  - Juvenile = 1
  - Mental Health and Ch. 54/55 = 1
- Waukesha County outsources collective bargaining, insurance defense, worker's compensation, and some other work.
- Waukesha County does not file many TPR cases.

### **BROWN COUNTY**

- 2010 Population = 248,007
- 6.5 attorneys:
  - Child Support = 2.5
  - Juvenile = 2
  - Corporate = 1.15
  - Mental Health and Ch. 54/55 = .85
- Brown County outsources collective bargaining, some human resources legal assistance, and Board legislative counsel.

### **RACINE COUNTY**

- 2010 Population = 195,408
- 6 attorneys:
  - Child Support = 3
  - Mental Health, Ch. 54/55, and Corporate = 2
  - Corporate = 1
- Racine County outsources quite a bit of work.
- Racine County does not handle the CHIPS and TPR work.

### **OUTAGAMIE COUNTY**

- 2010 Population = 176,695
- 4 attorneys:
  - Corporate = 2
  - Mental Health, Ch. 54/55, and Child Support = 1
  - Child Support = 1
- Outagamie County outsources some work.
- Outagamie County does not handle the CHIPS and TPR work.

### **WINNEBAGO COUNTY**

- 2010 Population = 166,994
- 3 ½ attorneys:
  - Corporate, Ch. 54/55, and Juvenile = 2
  - Child Support = 1 ½
- Winnebago County outsource mental health and some other work.
- Winnebago County rarely files TPR cases.

### **KENOSHA COUNTY**

- 2010 Population = 166,426
- 6 attorneys:
  - Corporate and Labor = 3
  - Child Support = 2
  - Mental Health and Ch. 54/55 = 1
- Kenosha County outsources some work.
- Kenosha County does not handle the CHIPS and TPR work.

### **ROCK COUNTY**

- 2010 Population = 160,331
- 8 attorneys:
  - Child Support = 4
  - Corporate and Labor = 2
  - Mental Health and Ch. 54/55 = 1
  - Juvenile = 1
- Rock County outsources some work.

### **MARATHON COUNTY**

- 2010 Population = 134,063
- 3 attorneys:
  - Corporate, Mental Health, and Ch. 54/55 = 1
  - Juvenile = 1
  - Child Support = 1
- Marathon County outsources some child support work.
- Marathon County rarely files TPR cases.

### **WASHINGTON COUNTY**

- 2010 Population = 131,887
- 4 attorneys:
  - Corporate = 1
  - Mental Health and Ch. 54/55 = 1
  - TPR = 1
  - Child Support and Bankruptcy = 1
- Washington County tries not to outsource, but has in the past.
- Washington County does not handle the CHIPS work.

### **LA CROSSE COUNTY**

- 2010 Population = 114,638
- 3 attorneys:
  - Corporate = 1
  - Mental Health, Ch. 54/55, Zoning, and Tax = 1
  - Juvenile and Child Support = 1
- La Crosse County tries not to outsource.
- La Crosse County rarely files TPR's.

To: Members of the Brown County Board of Supervisors

From: Members of the Facility Management Staff at the Brown County Community Treatment Center

Date: September 16, 2011

Re: Proposed recommendations to restructure the facilities department at the Community Treatment Center

In an effort to tighten the county budget for 2012, the director of facilities and members of human resources will propose recommendations to restructure various county departments that include renaming the positions within the facilities department at the Community Treatment Center and lowering wages across the board—in our case nearly \$3 per hour less than the current scale—not to mention other adjustments such as raising insurance premiums.

We hope that you will clearly see this to be far less than fair and not in the best interest of the county or its residents, especially those cared for at the Community Treatment Center, and we strongly urge you to vote against these recommendations.

Specifically, as we were told, our title of "Maintenance Worker I" would be changed to "Housekeeper" and that we would receive the same wages that current housekeepers receive at the courthouse. We believe that you cannot call what we do "housekeeping" because we do so much more. Comparing the two positions is like comparing apples to peanuts, and we urge you to consider the ramifications of such changes.

First, the Community Treatment Center is a 24/7/365 psychiatric hospital and nursing home along with inpatient care, labs, doctors' offices, seam shop (we do the tailoring), laundry areas, and administration, etc., and includes the Shelter Care facility for troubled teens. As such, we work weekends and holidays and are expected to work regardless of weather conditions so that residents and patients can be served. We work alongside patients, clients and residents who are sometimes dangerous, crude, rude, and/or sickly. We regularly clean human excrement, and must know what chemicals to use on what surfaces with various substances, how to care for and take precaution around MARSA patients and other infectious diseases, and how to interact with those with mental health issues to insure safety and respect for all.

We are very proud to note that last winter (2010-2011) was free of any flu outbreak in the hospital or nursing home at the Community Treatment Center. There are not many facilities anywhere that can make that claim. We work hard to ensure cleanliness and to prevent the spread of germs and disease for both residents and staff.

We operate various kinds of machinery way beyond vacuum cleaners, including a scissors lift for high work (two stories high), carpet extractors, riding and other industrial-grade floor scrubbers,

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pressure-washers (used on the roof to clean outside windows and large floor mats), etc. We wash large windows inside and outside, strip and wax floors, do some of our own laundry, keep all entryways clear of snow and debris, and are the eyes and ears for more serious problems that require heavier maintenance.

Of interest was a recent incident where a "housekeeper" from the jail came to the Community Treatment Center to work while on "light duty". This employee refused to stay sighting the fact that we do more work than they do in their position.

Finally, if our jobs as "Maintenance Worker I" were reduced to "housekeeper", the care of the residents, patients, and clients at the Community Treatment Center would be reduced (it already is with the reduction of positions in all facilities categories) and decline, illness and disease would likely be more prevalent (including among staff), moral among both staff and residents would be lowered, and the local—and perhaps state and national—media would have a field day. Ask yourself if you would want your parent, sibling, or especially yourself to end up in the county nursing home or hospital under these conditions. Remember that a society is only as strong as its weakest members.

Again, we do not believe that the job duties of "Maintenance Worker I" staff at the Community Treatment Center can accurately compare to those of "housekeepers" at the courthouse, and we urge you to consider other means for curbing costs within the budget.

The following is a more detailed list of just some of the duties of the Maintenance Worker I position, for your information and convenience.

**Duties of the Maintenance Worker I position at the  
Brown County Community Treatment Center**

- Work weekends, holidays, and during blizzards and other extreme weather conditions
- Clean and disinfect private rooms and common areas of psychiatric hospital and nursing home and all common areas (including rest rooms/showers) of Shelter Care. Includes daily exposure to feces, urine, illness and dangerous clients
- Routine changing of filters in waterless urinals
- Routine cleaning of beds and bed frames, etc.
- Maintenance of bed bugs, spiders, etc., which may include application of pesticides
- Routine cleaning of Apollo tubs used in the nursing home which requires flushing out and disinfecting
- Use precautionary measures to clean rooms of residents/patients with specific conditions such as MARSA or other infectious diseases—regularly exposed to such conditions

- Wash (large) windows inside and out including using pressure washers on top of the roof and scissors lift for high windows
- Inventories, stock supplies, and deliver laundry for hospital and nursing home
- Clean and disinfect doctors' offices and labs
- Carpet and chair extractions using machinery
- Stripping, waxing, and buffing floors with heavy machinery
- "Seam" room duties to include mending and labeling of clothing, bedding, drapery, shower curtains, etc., inventory of hospital and nursing home linens and clothing, etc.
- Clean all maintenance areas including soiled utility rooms, clean utility rooms, storage room for machinery, Maintenance Worker II operating room, recycling and garbage rooms, Maintenance Worker I chemical supply rooms, general supply rooms, etc.
- Clean and maintain all machinery used
- Regularly move furniture to thoroughly wet-mop, extract, or vacuum areas
- Do regular room set-ups (long tables, chairs, table clothes, etc.)
- High dusting of vents and high window ledges
- Enter work orders into the computer for heavier maintenance requests and our own extra duties
- Use a pager at all times for access from and to give assistance to any department or area within the Community Treatment Center
- Worked as project manager to oversee crew hired to clean up after fire at the Mental Health Center
- Used riding floor scrubber to extract approximately four inches of standing water throughout the Mental Health Center after fire; removed damaged tiles (re: asbestos), etc.
- Occasionally unload trucks
- Etc.

RC

**Subject:** BC facility recommendations

**From:** Costello Rose (rcpiano@yahoo.com)

**To:** srfewell@gmail.com; pbuckleyd12@yahoo.com; candrews.district15@gmail.com; tcarpenter@tgigroupwi.com; billclancy1936@yahoo.com; nadantinne@yahoo.com; dewanes15@tds.net; berickson8@new.rr.com; patrickevans@att.net; michael-fleck@att.net; djlmk2@gmail.com; plaviolette1@new.rr.com; lundtree4@netzero.net; patrick.moyrihanjr@yahoo.com; marysdistrict23@yahoo.com; krisschuller@sbcglobal.net; theisentony@yahoo.com; mdtumpach@yahoo.com; vanderleey@hotmail.com; vanvonderen\_vl@co.brown.wi.us; patrickwetzell@live.com; guyzima1@yahoo.com; JB0880@hotmail.com;

**Date:** Thursday, October 27, 2011 4:20 PM

Brown County Supervisors,

For those on the Administration Committee and others, please review the attached regarding the recommendations being put forth to restructure the facilities departments, especially in regard to the facilities workers at the Community Treatment Center.

In addition to the explanations on the attached memo about how unreasonable it is to consider comparing positions with that of the courthouse and reducing the wages of the Maintenance Worker I positions and number of overall positions, please consider that the Airport's Utility Workers position is very similar to the Maintenance Worker I position, especially regarding machinery used, and the Utility Workers make about \$3 MORE than the MWI. If you want consensus, look at the whole picture.

Also consider the number of facilities positions which are currently frozen at the CTC and being asked to be deleted. We are operating on very thin ice. On weekends, especially, we sometimes have only two or three people to cover the entire CTC building--the nursing home and psychiatric units and staff areas. We are almost forced to work extra hours in order to care for the clients properly. I, in good conscience, cannot leave clients with urine on their floors and otherwise not attended to. It becomes dangerous in many ways, trying to rush around to care for needs in a limited amount of time and/or leaving clients in unhealthy situations.

Lastly, consider what it took to finally get this building into place. While it started out as a beautiful new facility, it used cheap materials and does not take long to look run down. If you do not have people in place to care for it properly, and pay them their due wage to do the proper job, you will have a facility that will ultimately cost you more and more to repair and revamp; it will not last as long as even the downtown library which needs renovations or much less like the long-standing Mental Health Center which is so embedded in Brown County's history.

Finally, remember that the CTC is not your 'normal' facility. It houses the weakest among our community who need extra care and attendance. Please take time to review the attached as you debate the issues before you and use sound judgment as you decide the future of this community.

Thank you for your considerations.

Sincerely,

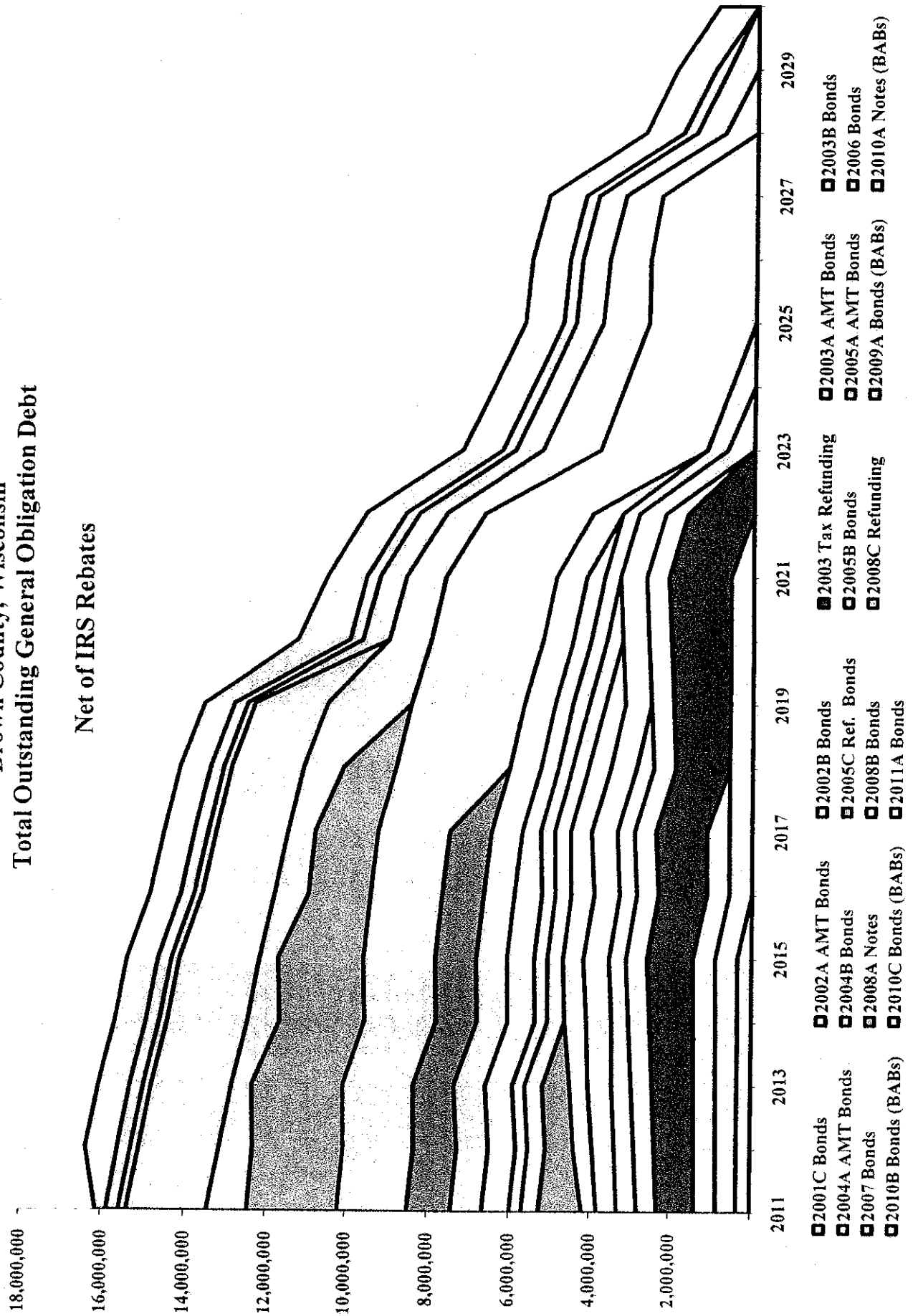
Rose Costello,  
Maintenance Worker I  
Community Treatment Center

Position	Dept.	Retirement Category	Position Charge	Admin	Hourly Rate	Standard Hours	Total F Salary	Total Salary	FICA @ 7.35%	Retirement Credit @ (excludes OT)	Retirement Excludes (OT)	Disability @ 0.46%	Doc @ 0.5%	Work Comp	Health Ins Adjs @ \$1,354.00	Dental Ins Adjs @ \$1,000.00	Life Ins @ 0.2%	Total Fringe Benefits	Total Cost
Programmer/Analyst II		00	(0.50)	Admin	30.27	2,080	62,962	(31,481)	(2,314)	-	(1,857)	(113)	(157)	-	(6,770)	(500)	(63)	(11,774)	(43,255)
Technology Services Manager		00	1.00	Admin	33.00	2,080	68,640	68,640	5,045	-	4,050	247	343	-	13,540	1,000	137	24,362	93,002
		00		Admin															49,747

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# Brown County, Wisconsin Total Outstanding General Obligation Debt



# Brown County

as of December 31, 2010

Series Name	Tax Status	Status	Issue Size	Delivery Date	Final Maturity	Outstanding Par	Next Call Date	Refunding Status
1986 Bonds	Tax-Exempt	New Money	4,500,000	7/22/86	11/1/01	-	-	-
1987 Bonds	Tax-Exempt	New Money	1,950,000	10/1/87	11/1/06	-	-	-
1988 Bonds	Tax-Exempt	New Money	4,900,000	12/1/88	11/1/08	-	-	-
1989 Bonds	Tax-Exempt	New Money	4,950,000	10/9/89	11/1/08	-	-	-
1990 Bonds	Tax-Exempt	New Money	4,185,000	10/1/90	11/1/09	-	-	-
1991A Bonds	Tax-Exempt	New Money	3,160,000	11/1/91	11/1/10	-	-	-
1991B Bonds	Private Activity	New Money	2,265,000	11/1/91	11/1/10	-	-	-
1992A Bonds	Tax-Exempt	Refunding	9,615,000	8/6/92	11/1/07	-	-	-
1992B Ref. Bonds	Tax-Exempt	Refunding	3,480,000	10/1/92	11/1/02	-	-	-
1993A Ref. Bonds	Tax-Exempt	Refunding	13,430,000	5/10/93	11/1/07	-	-	-
1993B Bonds	Tax-Exempt	New Money	9,080,000	8/8/93	11/1/07	-	-	-
1994 Bonds	Tax-Exempt	New Money	2,000,000	8/8/94	5/1/99	-	-	-
1995 Bonds	Tax-Exempt	New Money	7,955,000	12/1/96	11/1/11	-	-	-
1996 Bonds	Tax-Exempt	New Money	4,000,000	12/30/97	11/1/12	-	-	-
1996 Jati Bonds	Tax-Exempt	New Money	7,500,000	5/15/98	11/1/13	-	-	-
1998 Ref. Bonds	Tax-Exempt	Refunding	7,075,000	6/29/98	11/1/07	-	-	-
1999 Bonds	Tax-Exempt	New Money	21,525,000	8/16/99	11/1/18	-	-	-
2000 Air Notes	Tax-Exempt	New Money	738,880	1/1/00	1/14/06	-	-	-
2000A Bonds	Tax-Exempt	New Money	9,160,000	5/1/01	11/1/15	-	-	-
2001A Ref. Bonds	Tax-Exempt	Refunding	8,595,000	5/1/01	11/1/07	-	-	-
2001B AMT Ref.	AMT	Refunding	1,525,000	5/1/01	11/1/10	-	-	-
2001C Bonds	Tax-Exempt	New Money	3,325,000	9/5/01	11/1/15	-	-	-
2002A AMT Bonds	AMT	New Money	6,000,000	8/5/02	11/1/21	1,215,000	11/1/2011	-
2002B Bonds	Tax-Exempt	New Money	5,660,000	8/5/02	11/1/17	2,385,000	11/1/2012	-
2003 Tax NAN	Taxable Municipal	New Money	11,510,000	1/29/03	7/28/03	-	-	-
2003A Refunding	AMT	Refunding	11,565,000	3/28/03	11/1/22	10,405,000	11/1/2013	-
2003B Bonds	Tax-Exempt	New Money	6,000,000	9/10/03	11/1/22	4,780,000	11/1/2013	-
2004A AMT Bonds	AMT	New Money	5,360,000	9/10/03	11/1/18	3,130,000	11/1/2013	-
2004B Bonds	Tax-Exempt	New Money	7,000,000	8/12/04	11/1/23	6,025,000	11/1/2014	-
2005A AMT Bonds	AMT	New Money	4,370,000	8/12/04	11/1/19	3,710,000	11/1/2014	-
2005B Bonds	Tax-Exempt	New Money	4,000,000	6/9/05	11/1/24	3,640,000	11/1/2015	-
2005C Ref. Bonds	Tax-Exempt	New Money	4,820,000	6/9/05	11/1/20	3,400,000	11/1/2015	-
2006 Bonds	Tax-Exempt	Refunding	5,015,000	12/15/05	11/1/13	2,315,000	11/1/2015	-
2007 Bonds	Tax-Exempt	New Money	7,125,000	6/7/06	11/1/21	5,090,000	11/1/2016	-
2008A Notes	Tax-Exempt	New Money	9,240,000	7/1/07	11/1/22	7,130,000	11/1/2016	-
2008B Bonds	Tax-Exempt	Refunding	8,455,000	3/12/08	11/1/17	6,210,000	11/1/2015	-
2008C Refunding	Tax-Exempt	New Money	26,200,000	3/12/08	11/1/27	24,905,000	11/1/2017	-
2009A Bonds (BABs)	BAB	Refunding	14,950,000	4/9/08	11/1/28	13,425,000	11/1/2016	-
2010A Notes (BABs)	BAB	New Money	13,475,000	6/10/09	11/1/19	13,050,000	11/1/2019	-
2010B Notes (BABs)	BAB	New Money	15,615,000	7/7/10	11/1/19	15,615,000	11/1/2019	-
2010C Bonds (BABs)	BAB	New Money	5,600,000	7/7/10	11/1/29	5,600,000	11/1/2019	-
2011A Bonds	Tax-Exempt	New Money	4,750,000	12/1/10	11/1/29	4,750,000	11/1/2019	-
2011B Bonds	Tax-Exempt	New Money	10,440,000	5/1/11	11/1/30	10,440,000	11/1/2020	-
2011C Bonds	Tax-Exempt	New Money	1,315,000	-	-	9,090,000	-	-
2011D Bonds	Tax-Exempt	New Money	900,000	-	-	1,945,000	-	-
2011E Bonds	Tax-Exempt	New Money	1,185,000	-	-	4,725,000	-	-
2011F Bonds	Tax-Exempt	New Money	1,300,000	-	-	2,385,000	-	-
2011G Bonds	Tax-Exempt	New Money	1,325,000	-	-	2,925,000	-	-
2011H Bonds	Tax-Exempt	New Money	715,000	-	-	1,820,000	-	-
2011I Bonds	Tax-Exempt	New Money	1,580,000	-	-	2,000,000	-	-
2011J Bonds	Tax-Exempt	New Money	2,315,000	-	-	3,985,000	-	-
2011K Bonds	Tax-Exempt	New Money	3,090,000	-	-	1,905,000	-	-
2011L Bonds	Tax-Exempt	New Money	3,145,000	-	-	20,560,000	-	-
2011M Bonds	Tax-Exempt	New Money	4,305,000	-	-	8,145,000	-	-
2011N Bonds	Tax-Exempt	New Money	4,345,000	-	-	5,600,000	-	-
2011O Bonds	Tax-Exempt	New Money	10,725,000	-	-	2,735,000	-	-
2011P Bonds	Tax-Exempt	New Money	4,905,000	-	-	7,390,000	-	-
2011Q Bonds	Tax-Exempt	New Money	15,615,000	-	-	-	-	-
2011R Bonds	Tax-Exempt	New Money	2,015,000	-	-	-	-	-
2011S Bonds	Tax-Exempt	New Money	3,050,000	-	-	-	-	-

## INDIANA (Shall Issue)

### HAMILTON COUNTY

- 2010 Population = 274,569
- Major City = Noblesville
  - According to Wikipedia, this is the fastest growing county in Indiana.
- Hamilton County Ordinance 35-47-4-4.(b):
  - No person shall possess a deadly weapon in the county government and judicial center, the county courthouse, and/or on county property immediately surrounding the government and judicial center or the courthouse.
    - My personal opinion is that Hamilton County will have to review this ordinance based on the changes in the law that occurred on or about June 30, 2011 (see below).
- The Hamilton County Sheriff's Department informed me that there are metal detectors at the courthouse, but not at the county buildings that immediately surrounding the government and judicial center or the courthouse. When asked how this has worked out, the response I got was "so far, so good."

### ST. JOSEPH COUNTY

- 2010 Population = 266,931
- Major City = South Bend
- St. Joseph County Ordinance §131.04(a) [VOID – SUMMER 2011]:
  - ~~No person, unless permitted by this subchapter, shall possess or transport a deadly or dangerous weapon into any county building facility.~~
    - ~~§131.05 provides an exception for law enforcement officers.~~
- I spoke with the Sheriff's Department legal advisor, Eric Damashasky, and was informed that the above mentioned ordinance was repealed to comply with state law. See **Appendix A**. The judges have ordered that there be no weapons on the courthouse grounds. There is some concern over this in St. Joseph County, especially after the incident in Evansville. See **Appendix B**. The county has employed additional security in the county building facilities.

Indiana law now prohibits a political subdivision from regulating firearms (including the ownership, possession, carrying, transportation, registration, transfer, and storage of firearms). Indiana Code 35-47-11.1-3 states that any provision of an ordinance, measure, enactment, rule or policy of a political subdivision that was enacted or undertaken before, on, or after June 30, 2011 and that pertains to or affects the regulation of firearms is void.

Indiana Code 35-47-11.1-4 contains an exception for the enactment or enforcement of a provision prohibiting or restricting the possession of a firearm in any building that contains the courtroom of a circuit, superior, city, town, or small claims court (if a portion of that building is occupied by a residential tenant or private business, the provision does not apply to that portion of the building). Provisions may also be enacted prohibiting the intentional display of a firearm at public meetings.

An Indiana County, per IC 35-47-11.1-4(12), may enact a provision prohibiting or restricting the possession of a firearm in a building owned or administered by the county if:

- Metal detection devices are located at each public entrance to the building;
- Each public entrance to the building is staffed by at least one (1) law enforcement officer:
  - Who has been adequately trained to conduct inspections of persons entering the building by use of metal detection devices and proper physical pat down searches; and
  - When the building is open to the public; and
- Each:
  - Individual who enters the building through the public entrance when the building is open to the public is inspected by the law enforcement officer; and
  - Bag, package and other container carried by the individual is inspected by the law enforcement officer.
- **Except as provided in the exception concerning a building that contains a courtroom, a county may not prohibit or restrict the possession of a handgun in a building owned and administered by the county if the person who possesses the handgun has a valid license.**

#### IOWA (Shall Issue – as of January 2011)

##### POLK COUNTY

- 2010 Population = 430,640
- Major City = Des Moines
- I could not find an ordinance online, so I called County Attorney John Sarcone. Polk County did not pass an ordinance as they did not want to incur the expense of the metal detectors.
  - County buildings in Polk County have security guards (mostly retired law enforcement officers).
  - County buildings in Polk County have signs posted indicating that there are no firearms allowed.
- I spoke with Captain Peterman with the Sheriff's Department. Captain Peterman indicated that things in Polk County work fine without an ordinance. There is a Judicial Order that is posted in the courthouse that prohibits weapons. The courthouse also has a metal detector and x-ray machine. Those coming in the public entrance are searched (the judges, law enforcement officers, and janitors come in through the private entrance). The other county buildings do not have checkpoints; however, there are security guards monitoring the buildings.

##### SCOTT COUNTY

- 2010 Population = 165,224
- Major City = Davenport
- Scott County Attorney Michael Walton emailed me and indicated that Scott County does not have an ordinance prohibiting possession of firearms on county property. Scott County does have a written policy prohibiting firearms on county property. See

**Appendix C.** Attorney Walton believed that this was how the issue was being handled in most of the counties in Iowa.

- Attorney Walton sent two Iowa Attorney General Opinions that support a municipality's regulation of firearms on its own property (as opposed to city or county-wide restrictions which may be in conflict with their state law).

#### **LINN COUNTY**

- 2010 Population = 211,226
- Major City = Cedar Rapids
- Linn County does not have an ordinance prohibiting possession of firearms on county property.
  - The Linn County Board of Supervisors approved a policy that requires people carrying weapons to conceal their weapons in county buildings with the exception of four county buildings where weapons are prohibited:
    - Linn County Courthouse
    - Linn County Jail
    - Linn County Detention Center
    - Juvenile Justice Center
- Diane from the Sheriff's Department agreed that allowing openly carried weapons in county buildings was not appropriate. The shooting range is an exception.

#### **MICHIGAN (Shall Issue)**

#### **KALAMAZOO COUNTY**

- 2010 Population = 250,331
- Major City = Kalamazoo
- Kalamazoo County does not have an ordinance prohibiting possession of firearms on county property. The State law prohibits possession at the courthouse.
- I spoke with Captain Timmerman of the Kalamazoo County Sheriff's Department and he indicated that there "have not been any problems yet." The county departments have installed counters and Plexiglas barriers, but those are not bulletproof. The Sheriff's Department has requested that Corporation Counsel adopt an ordinance, but their requests were denied.
  - Captain Timmerman did not have an issue with permit holders bringing guns into the county based on the training that they receive during the process. His concern is with the non-permit holders.

#### **OTTAWA COUNTY**

- 2010 Population = 263,801
- Major City = Grand Haven
- Ottawa County does not have an ordinance prohibiting possession of firearms on county property. The State law prohibits possession at the courthouse.
- Deputy Proud with the Sheriff's Department informed me that the Chief Circuit Court Judge issues an executive order that prohibits possession of firearms in county facilities.

Deputy Proud indicated that there is no way to enforce this order outside of the courthouse, which is the only county facility with a metal detector and security.

### SAGINAW COUNTY

- 2010 Population = 200,169
- Major City = Saginaw
- Saginaw County does not have an ordinance prohibiting possession of firearms on county property. The State law prohibits possession at the courthouse. The county also has a policy prohibiting employees with permits from bringing concealed firearms to work.
- I spoke with Cheryl Courtney, an employee of the County Prosecutor's Office. Cheryl is on the Saginaw County Gun Board. Cheryl did not think that a county-wide ordinance was necessary, but she felt that Michigan's concealed carry law needed "wider loopholes" to deny applicants. Cheryl indicated that she regularly receives a list of permit holders that have committed law violations. Many of these people are those that had convictions at the time they applied for the permit.

### MINNESOTA (Shall Issue)

### ANOKA COUNTY

- 2010 Population = 330,844
- Major City = Coon Rapids
- I contacted Assistant Anoka County Attorney Bryan Frantz and was informed that Anoka County does not have an ordinance prohibiting permit holders from carrying a concealed weapon on county property.
  - State law prohibits carrying a concealed weapon in the courthouse complex without notifying the Sheriff.
- Per Minnesota Statute §624.714(17), owners of private establishments are allowed to ban weapons.
  - There is no comparable provision for local government.
  - Per Minnesota Statute §§471.633 and 624.717, the legislature has specifically preempted all local ordinances related to firearms.

### WASHINGTON COUNTY

- 2010 Population = 238,136
- Major City = Woodbury
- I spoke with Assistant County Attorney Rick Hodston. Per Minnesota Statute §624.717, nongovernmental properties are not allowed to ban concealed weapons (state law supersedes municipal or county regulation in regard to firearms).
  - It is illegal to carry a BB gun, rifle or shotgun in a public place.
- Per Minnesota Statute §624.714(18), a public or private employer may issue a policy that restricts the possession of firearms while acting in the course and scope of employment. Employment related civil sanctions may be invoked for a violation.
- The Chief Circuit Court Judge issued a judicial order banning concealed weapons from the courthouse. A violation of this order is considered contempt of court and not a violation of Minnesota's concealed carry law.

## NEBRASKA (Shall Issue)

### LANCASTER COUNTY

- 2010 Population = 285,407
- Major City = Lincoln
- Lincoln, Nebraska Municipal Code makes it unlawful to possess a firearm or cause one to be present in a county facility. The code reads as follows:
  - **9.36.130 Possession of Firearms and Dangerous Weapons in City and/or County Facilities; Prohibited.**
    - (a) It shall be unlawful for any person to knowingly possess or cause to be present a firearm or other dangerous weapon in a city and/or county facility.
    - (b) This section shall not apply to possession of a firearm or other dangerous weapon by:
      - (1) An officer, agent, or employee of a state or a political subdivision thereof who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of law, while in the lawful performance of official duties.
      - (2) Licensed shooting galleries or archeries.
      - (3) Any range operated, supervised, or maintained by the State of Nebraska or any political subdivision thereof when in connection with an educational or training program.
      - (4) Authorized shows, performances and/or exhibitions displaying or using guns and/or knives. (Ord. 18794 §1; August 21, 2006).
- Also unlawful at a domestic violence or substance abuse facility. [9.36.140]
- I spoke with a Captain at the Patrol Division and they like how the law works. I was informed that uniformed security officers are not allowed to bring a firearm into a county facility. The courthouse has a metal detector; however, the other county facilities do not.

## OHIO (Shall Issue)

### LORAIN COUNTY

- 2010 Population = 301,356
- Major City = Lorain
- There is no county ordinance. The county relies on the Ohio Revised Code (*see below*).

### MAHONING COUNTY

- 2010 Population = 238,823
- Major City = Youngstown
- There is no county ordinance. The county relies on the Ohio Revised Code (*see below*).
  - I spoke with an officer at the Sheriff's Department and he did not feel that there was a need for an ordinance.



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March 19, 2010

## St. Joseph County prepares for new Indiana gun law

June 14, 2011 | By KEVIN ALLEN | South Bend Tribune Staff Writer

St. Joseph County leaders are mulling over how to react to a new Indiana law that will bar local governments from enforcing their own gun restrictions.

The new law, which takes effect July 1, means people could begin carrying firearms into public buildings except for courthouses, schools and hospitals.

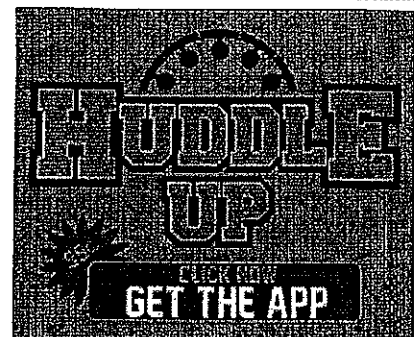
County commissioners met with attorneys this morning to talk about how to prepare for that possibility at County-City Building in downtown South Bend.

Commissioner Andy Kostielney said it appears the 14-story building, which houses offices for both the county and South Bend, will fall under the exemption for courts, because an underground walkway connects it with the neighboring county courthouse.

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But even if that exemption applies, Kostielney said, county leaders will need to change who operates the metal detector at the building's entrance.

The new law requires at least one law enforcement officer to man such equipment. Kostielney said the county currently hires a private security firm to do that job at County-City Building, the County Services Building in Mishawaka and the Juvenile Justice Center.

"If it does end up that we would have to have sworn officers at each of those buildings," he said, "it would be a significant cost."

All other public buildings in Indiana still would be allowed to maintain metal detectors at their public entrances, even if the buildings aren't covered by one of the exemptions. Officials just wouldn't be allowed to prevent people with licenses to carry firearms from entering those buildings.

Sen. Jim Tomes, a Wadesville Republican who authored Senate Enrolled Act 292 this year in the Indiana General Assembly, said the basic aim of the legislation is to protect law-abiding gun owners from unwittingly finding themselves in violation of a local regulation while traveling around the state. His solution was to make gun laws uniform across the state.

# Appendix A





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"It's a simple matter that the people who have a license to carry, who've gone through the procedure to obtain that license, those people will no longer find themselves in possible jeopardy of violating a law," he said.

Tomes said laws should protect the public from bad people — in essence, those who couldn't pass a background check for a license to carry — but not punish good people who have jumped through the hoops to qualify for such a license.

Local officials have said their concerns stem from the fact that government buildings can be places where tempers flare over council actions, code enforcement findings, property assessments, utility bills and other decisions.

"We have some departments where some contentious issues happen," Kostielney said, "places where people may not always get the best news."

Lawmakers in the General Assembly voted overwhelmingly in favor of S.E.A. 292 earlier this year.

The House of Representatives approved it by a vote of 70-24, and the Senate passed it 40-10. Gov. Mitch Daniels signed it into law last month.

Among legislators who represent parts of St. Joseph County, Reps. Craig Fry, D-Mishawaka; Tim Neese, R-Elkhart; David Niezgodski, D-South Bend, and Tim Wesco, R-Osceola, voted for S.E.A. 292. House Minority Leader B. Patrick Bauer, D-South Bend, and Rep. Ryan Dvorak, D-South Bend, opposed it.

Across the Statehouse rotunda, Sens. Ed Charbonneau, R-Valparaiso; Ryan Mishler, R-Bremen, and Joe Zakas, R-Granger, supported the measure, and Sens. Jim Arnold, D-LaPorte, and John Broden, D-South Bend, voted against it.

Staff writer Kevin Allen:

kallen@sbtinfo.com

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# APPENDIX A

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## Gun-toting man at Mesker Zoo causes commotion | POLL

**Expert: Licensed gun owners should practice prudence**

By Richard Gootee

Monday, September 19, 2011

A man who caused a commotion recently when he refused to conceal his handgun while at Mesker Park Zoo & Botanic Garden was within his rights to do so, but law enforcement and a gun-rights expert questioned why he chose not to conceal the weapon when asked.

According to an Evansville Police Department incident report, two officers responded to a call from Zoo officials on Sept. 10 after several patrons complained about a man at the facility who had a handgun holstered visibly on his hip. When one of the officers asked the man to conceal the weapon, the man refused and "started causing a scene," according to the report. At that point, according to the report, officers asked the man to leave the zoo because he was frightening other patrons. He initially refused to leave and police had to escort him out.

In Indiana, a licensed handgun does not have to be concealed, but Bryan Lee Ciyou, an Indianapolis attorney and the author of the "Indiana Firearms Law Reference Manual," said licensed gun owners should use prudence when deciding whether to conceal their weapons.

He said the police were also correct to request the man hide the gun from public view.

"I think the person is within their rights to say, 'I'm not going to do it,' but why you would want to pick that fight if you're a gun owner or other person that lawfully has it is one that I wouldn't pick," he said. "There is a lot of ambiguity between right and wrong and the law and common sense, and that's a common sense question."

Evansville Police Department spokeswoman Karen Kajmowicz said zoo officials were correct to notify police, even though the man's actions were not against the law. She also noted that if the incident had escalated further, the officers could have arrested the man for disorderly conduct, not because of the firearm, but because of his actions toward police and other zoo patrons.

"Any time that someone has disruption like that and it's causing problems and people to leaving because of someone's presence, absolutely. Let us determine if it is legal or not," she said.

**APPENDIX B**

Kajmowicz questioned the man's motives to display a weapon in an area where children were present, including his own.

"He felt like (it was) his right to carry it like that. It is not illegal to carry it that way and I don't want it to come across that it is, but when you are making that many people uncomfortable I don't know what purpose you are serving," Kajmowicz said.

Katy Nimnicht, a spokeswoman for Mayor Jonathan Weinzapfel, said city officials plan to discuss the any policy changes regarding firearms on all city property, not just the zoo which said was prompted by the incident.

But is unclear of what — if anything — they could do.

A recently passed state law, authored by Sen. Jim Tomes, R-Wadesville, prohibits local governments from regulating firearm possession on most county and city property, which would include the zoo.

However, the law exempts facilities with a courtroom in them, such as the Civic Center, where firearms are banned.



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**APPENDIX B**

## **BB. WORKPLACE VIOLENCE**

### **Purpose**

Scott County is committed to ensuring the highest standard of health and safety in the workplace for all employees, customers, vendors, contractors and the public while providing for the efficient and effective operation of Scott County.

### **Scope**

This policy is applicable to the following:

The Scott County Board of Supervisors;

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder including elected office holder and deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability;

The general public conducting any type of business on or within county occupied buildings or property under control of Scott County.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

### **General Policy**

Scott County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not all inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on county property or while on county business, unless required for position.

It is the shared responsibility of department heads, supervisors, employees, customers, vendors, contractors and the public to take any threat or violent act seriously, and to report acts of violence or threats to appropriate authorities and the Risk Manager.

Any employee or agent of Scott County who violates this policy shall be subject to disciplinary action, up to and including dismissal from employment, exclusive of any civil and or criminal penalties that may be pursued.

#### Emergency Operations Team

The Emergency Operations Team is responsible for providing direction and decision making in any workplace violence situations. The Emergency Operations Team consists of the Assistant County Administrator or designee, Sheriff or designee and the Director of Facility and Support Services or designee and the Risk Manager. The Emergency Operations Team will be activated by Radio Room operation answering an internal emergency call. This team will also coordinate response to incidents of workplace violence, providing assistance to employees and information to the media as needed.

#### Reporting Procedures

Any potentially dangerous situations must be reported immediately to a supervisor or the Risk Manager. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only if necessary. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. Scott County will intervene at any indication of a possibly hostile or violent situation.

### Post Incident Reporting Procedures

All acts or incidents of violence are to be reported to the Risk Manager

Initial Incident Reports will be prepared by the individual(s) involved and forwarded within (1) one day of the incident to the Risk Manager

The Risk Manager will conduct a follow up investigation and final incident report providing a final copy to the Emergency Operations Team and County Administrator.

The Risk Manager will brief appropriate departments involved as to incident, final report, and deficiencies or corrections which may be utilized to prevent reoccurrence.

### Employee Training

Mandatory bi-annual training for all County employees shall consist of, but is not limited to the content of this policy, aggression management techniques and measures employees can take to defuse workplace violence; including specific procedures the County has implemented to protect employees.

**Request for Proposals (RFP)**

**For**

**Brown County Voluntary Employee Beneficiary Association  
(VEBA)**

**Account Banking Services**

**Project # 1533**



**Response Deadline**

**December 6, 2011**

**4:00 p.m. Local Time**

**To:**

**Brown County Purchasing Department**

## PROJECT # 1533

### 1. BACKGROUND

Brown County is soliciting Request for Proposals (hereinafter, referred to as a RFP) from qualified firms for the Brown County Voluntary Employee Beneficiary Association (hereinafter, referred to as VEBA) Account Banking Services. Contract will be for an initial three (3) year period with two (2) optional one (1) year renewals.

This service is part of an on-going effort to provide assurance that all employees' funds are being managed effectively and efficiently. Brown County prides itself in taking a leadership role in the delivery of services to its taxpayers in the most cost-effective manner possible, and fully recognizes the benefit of a periodic analysis of its many diverse departments.

### 2. TENTATIVE PROJECT TIMELINE

RFP Posted	November 14, 2011
RFP Questions Due	November 21, 2011
RFP Questions Answered	November 23, 2011
RFP Responses Due from Vendors	December 6, 2011
Review Proposals	December 14, 2011
Interviews if Required	December 19, 2011
Send out Intent to Award Contract	December 22, 2011
Complete Contract Signing	January 9, 2012
Service Commences	April 1, 2012

### 3. RFP DUE DATE AND DELIVERY ADDRESS DETAILS

Proposals are due to Brown County Purchasing by 4:00 pm local time on Tuesday, December 6, 2011. A CD and five exact copies of the CD are to be provided.

#### Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing Department  
Project 1533  
5<sup>th</sup> floor of the Northern Building  
305 E. Walnut St.  
Green Bay, WI 54301

#### Delivery Address for USPS:

Brown County Purchasing Department  
Project 1533  
PO Box 23600  
Green Bay, WI 54305-3600

**Withdrawal or Modification of Proposal:** A vendor may withdraw or modify its proposal prior to the due date. Any changes or withdrawals must be made prior to the proposal deadline and requested in writing. Thereafter, a proposal may not be withdrawn or modified during the proposal holding period.



#### 4. RFP QUESTIONS

- A. All questions related to this RFP must be in writing and received by the Brown County Purchasing Department no later than **3:00 p.m. local time, Monday, November 21, 2011** via e-mail to [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us). Clearly mark the e-mail: "Questions for Project #1533".

**Mailed, phone call and faxed questions will not be accepted.**

- B. Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County Web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **Wednesday, November 23, 2011 no later than 3:00 p.m. local time**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4040.

#### 5. SELECTION CRITERIA

The Proposals will be rated according to the following criteria:

1. Quality, Clarity & Responsiveness of Proposal (10 points possible)
2. Responses to Questions (25 points possible)
3. Experience Providing VEBA Services (20 points possible)
4. References (10 points possible)
5. Pricing (35 points possible)

The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements will result in the proposal being eliminated from consideration. Accepted proposals will be reviewed by a Selection Committee and scored against the stated criteria. This scoring will determine the ranking of organizations based upon their written proposals. If the team determines that it is in the best interests of the County to require oral presentations, it will invite the highest ranking vendors to make such presentations. The final ranking will be based upon the total scores including the oral presentations.

Proposals will be evaluated based on a weighted point system as identified below.

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

Specifications	Points
1. Quality, Clarity & Responsiveness of Proposal	10
2. Responses to Questions	25
3. Experience Providing VEBA Services	20
4. References	10
5. Pricing	35
Total Points	100

## **6. PROPOSAL FORMAT**

All quotations must be typewritten on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) separating each section.

Proposals should be prepared in a simple, cost effective format providing a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

## **7. CURRENT ENVIRONMENT**

Located in Northeastern Wisconsin, Brown County employs over 1,500 employees, both full and part-time. The Human Resources Department administers the personnel policies and procedures adopted by the County Board along with labor agreements, classification and compensation plans, and performance planning and review programs. Personnel records for each employee are maintained. The office is responsible for verifying and processing all payroll transaction forms and, additionally, the office coordinates the recruitment, selection, orientation, development, transfer, and separation of employees. Employee training, employee job analyses, avoiding unnecessary investigations and litigation, department reorganizations, unemployment compensation, affirmative action, Civil Rights compliance, Wisconsin and Federal Family and Medical Leave Act, short-term disability, HIPAA regulations compliance, DOT regulations compliance and ADA compliance are also major functions of the office. In addition, the office coordinates and administers employee benefit programs for all departments. The office is the chief spokesperson for the County during labor negotiations and is responsible for negotiations with 19 County employee bargaining units. The office assists employees in all matters pertaining to the Wisconsin Retirement System. Finally, the office advises the County Executive, County Board, department heads, and employees regarding personnel matters.

As of May, 2011 there were 1389 participants enrolled in the plans offered. Of those participating 287 were enrolled in the High Deductible plan and 1102 were enrolled in the PPO plan. Expectation is that 75% (1041) of participants will be enrolled in the High Deductible plan for 2012 and 100% (1389) for 2013.

## **8. RFP SUBMISSION REQUIREMENTS**

Any deviation from these requirements may result in the proposal being considered non-responsive, thus eliminating the vendor from further consideration. The proposal shall be prepared with a straight forward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

The County has determined that the following details need to be provided in all submitted proposals to be considered for this service:

### **Required Administrative Questions:**

1. Can you administer a Voluntary Employee Benefits A (VEBA)?
2. What are the PEPM rates for a typical HRA?
3. Please quote the PEPM rates for a VEBA
4. Do you administer COBRA for the HRA?

5. What additional services do you provide with the HRA?

**Additional RFP Questions:**

1. Do you have the capability to administer an integrated medical FSA and HRA?
2. Do your administrative services include the full and integrated administration of a combined FSA, HRA and VEBA?
3. How does you plan design / administration support, drive and shape employee's health behavior? Change / redirect healthcare utilization, and drive employee health shopping?
4. What is the success and level of employee engagement that your plan design and implementation achieves? How do you facilitate it? How do you measure it? How do you sustain / improve it?
5. Have your services been successful in helping clients attain stabilization in their overall health care spend?
6. How do you measure ROI?
7. How do your services differentiate themselves from other competitors?
8. Do you have the ability to roll HRA dollars into a retirement account of VEBA?
9. If answered yes to question 2, what type of account is it? If no, could you send remaining HRA balances at the end of the year into an individual retirement account as instructed by Brown County?
10. Will you provide education and support at employee meetings at multiple locations?
11. Are you able to administer COBRA for HRA?
12. Do you have electronic capabilities for on-line member management of FSA and HRA? If yes, please provide details.
13. Please confirm that your proposal includes any and all fees associated with FSA and HRA administration.

**Pricing: Following Fees Shall be Included in Proposal**

1. Plan Document Set-up
2. Electronic Copy
3. Hard Copy
4. Monthly Fees (per participant)
5. Renewal Fees/Enrollment Fees (per participant)
6. Debit Card Fees
7. Additional Services
8. Group Meetings
9. Plan Document Amendments
10. FSA bank account set up with client
11. Electronic data download
12. Individual Enrollment Sessions
13. Rate Guarantee

**9. COST PROPOSAL (SEE ATTACHMENT A)**

Provide a complete cost proposal as additional travel and related expenses will not be accepted and need to be built into the upfront costs of your proposal. Cost information **MUST** be submitted using the provided Cost Sheet at Attachment A. Any supporting information shall be submitted as attachments to the Cost Sheet. Pricing is to remain firm for one hundred twenty (120) days from date of proposal due date. Need pricing for a 5

year contract, so please provide firm pricing or an escalation clause for planning purposes.

**10. REFERENCES (SEE ATTACHMENT B)**

Each prospective vendor shall submit three to five references with city/county customers, preferably in the Midwest region.

**11. FINANCIAL VERIFICATION**

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Brown County reserves the right to reject quotes based on information obtained through these background checks if it's deemed to be in the best interest of the County.

**12. OTHER**

All work shall conform to all applicable industry, federal, State and local laws, codes, ordinances, and standards.

Rejection of Proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

This contract shall be subject to the laws of the state of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

By responding to this proposal, prospective vendors acknowledge and accept the attachments, including the appeals process, insurance requirements and service template contract sample attached.

**13. ATTACHMENTS**

- A. Proposal Cost Sheet
- B. Reference Data Sheet
- C. Addendum Sheet
- D. Appeals
- E. Insurance Requirements
- F. Contract for Service Template

**Attachment A**  
*(Use of this form is required when submitting proposal/bid/quote)*  
**Proposal Cost Sheet**

**Brown County Project #1533**

Customization/Implementation Costs \$ \_\_\_\_\_

One Time Fee per Participant \$ \_\_\_\_\_

Electronic Copy of Plan \$ \_\_\_\_\_

Printed Copy of Plan \$ \_\_\_\_\_

Amendments to Plan Documents \$ \_\_\_\_\_

Group Meeting Sessions \$ \_\_\_\_\_

Individual Enrollment Sessions \$ \_\_\_\_\_

Non-Claim Active Participant Fee per Month \$ \_\_\_\_\_

Claim Active Participant Fee per Month \$ \_\_\_\_\_

FSA Fee per Month \$ \_\_\_\_\_

Annual VEBA Trustee Fee \$ \_\_\_\_\_

One Time IRS Exemption Filing Fee \$ \_\_\_\_\_

Stop Payment Fee \$ \_\_\_\_\_

Wire Transfer Fee \$ \_\_\_\_\_

Fee for Debit Card for Spouse \$ \_\_\_\_\_

Replacement Card Fee \$ \_\_\_\_\_

Daily Asset Charge \$ \_\_\_\_\_

Testing Fee per Test \$ \_\_\_\_\_

Audit Fee per Hour \$ \_\_\_\_\_

Additional Services Costs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Vendor information:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RF

## Attachment B

### Reference Data Sheet

#### Brown County Project #1533

Provide a list of at least three and not greater than five clients's that you are currently providing VEBA services of similar scope and size.

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## Attachment C

### Addendum Acknowledgement

### Receipt Schedule

### Brown County Project #1533

The undersigned acknowledges receipt of the following addendum:

Addendum #1	_____	Initials	_____
Addendum #2	_____	Initials	_____
Addendum #3	_____	Initials	_____
Addendum #4	_____	Initials	_____

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.



## Attachment D

### Appeals

#### Brown County Project #1533

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) the item price is \$5000 or more or the total order is \$10,000 or more, and
- c) vendor selection was based on factual errors, or
- d) the lowest price vendor was not selected, or
- e) failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor  
P.O. Box 23600  
Green Bay, WI. 54305-3600

## Attachment E

## Insurance Requirements

## Brown County Project #1533

## Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

## Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

- (1) **Worker's Compensation Insurance and Employers Liability.**  
State Statutory workers' compensation Limits  
Employer Liability, \$100,000 each accident.
- (2) **Comprehensive General Liability (Occurrence Form).**

  - Products and Completed Operations
  - Personal Injury and Advertising Liability
  - Independent Contractors/Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate
- (3) **Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage.
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- (4) **Excess/Umbrella Liability.**

Limit of Insurance	\$1,000,000 per occurrence
--------------------	----------------------------

### **Additional Insured**

The Outside Contractor agrees that all liability coverages policies other than professional liability shall name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

### **Adjustments to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

### **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

### **Wavier of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

### **Cancellation Notice**

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

### **Proof of Insurance**

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County  
Department of Administration  
P.O. Box 23600  
305 E. Walnut Street  
Green Bay, WI 54305-23600

## Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverages you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

*\*\*\* Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. \*\*\**

RF

**Attachment F**

**Brown County Project #1533**



**CONTRACT FOR SERVICE**

Service Description: **VEBA Services – Brown County Human Resources Department**

Time of Performance:

Total Amount of Contract: **Maximum Compensation Not to Exceed**

The parties to this CONTRACT are (hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance and schedules will be approved by: Doug Marsh

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

- I. REQUIREMENTS:** The CONTRACTOR is required to
- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
  - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.

- C. Comply with time schedules and payment terms.

**II. SCOPE OF SERVICES:** (To include specific duties and responsibilities, deliverables, time schedules, deadlines and approval requirements).

CONTRACTOR and its subcontractors agree to fulfill all obligations described in **COUNTY'S RFB #1533 and addenda #**

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

**III. SPECIFIC CONDITIONS OF PAYMENT:** Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

**Payment Schedule**

**IV. REPORTS:**

- A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

**V. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

## **VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** - The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section XXII.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**VII. DISPUTES:** In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or her designee prevails.

**VIII. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

**IX. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

**X. SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

**XI. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction

of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

**XII. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

**XIII. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

**XIV. WAIVER:** One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**XV. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**XVI. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.



## **XVII. RECORDS:**

- A. Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.
- B. Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

**XVIII. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

## **XIX. NON-DISCLOSURE:**

- A. Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.
- B. Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and

discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

**C. Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.

**D. Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to Brown County and CONTRACTOR will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

## **XX. CONFLICT OF INTEREST:**

- A. Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections XX, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

## **XXI. DISCRIMINATION PROHIBITED:**

- A.** CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry,

membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **XXII. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.
- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

## **XXIII. FORCE MAJEURE:**

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

**XXIV. OTHER PROVISIONS:**

A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.

B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

**XXV. NOTICES:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

And to the COUNTY at:

Brown County Purchasing  
Attn: Dale DeNamur  
305 E. Walnut Street, 5<sup>TH</sup> Floor  
PO Box 23600  
Green Bay, WI 54305-3600

**All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.**